NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 10, 2023
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 – 41)

3. Discuss, consider and take appropriate action on a line item transfer for County Clerk.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004100	Professional Service	$1,923.00
To	0385-0385-003010	Computer Equipment under $5000	$1,923.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Tax Appraisal District	$9,426.05
To	0100-0409-004999	Miscellaneous	$9,426.05

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.004100	Professional Services	$13,600.00
To	0100.0523.005741	Computer Software > $5,000	$13,600.00

6. 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	$307,000.00
To	0100-0540-005000	Captial Outlay > $5,000	$307,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0542.003110	Other Supplies	$1,963.00
To	0100.0542.003005	Office Furniture < $5,000	$1,963.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005700	Vehicles > $5,000	$76.98
From	0100.0570.004350	Printed Materials & Binding	$933.16
To	0100.0570.003006	Office Equipment < $5,000	$1010.14

9. 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.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2022 through 12/31/2022.

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2022 through 12/31/2022.

12. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2022 through 12/31/2022.

13. Discuss, consider, and take appropriate action on authorizing the disposal of various county equipment assets through Transfer, pursuant to Tx. Local Gov't Code 263.152. This is a transfer from 911 Communications to Emergency Management.

14. Discuss, consider, and take appropriate action on authorizing the disposal of various county Capital Assets over 5K equipment through Internal Department transfer, pursuant to Tx. Local Gov't Code 263.152. This is a transfer from Wireless Communications to Emergency Medical Services.

15. Discuss, consider, and take appropriate action on authorizing the disposal of various county Capital Assets with a value greater than 5K through Auction, pursuant to Tx. Local Gov't Code 263.152.

16. Discuss, consider and take appropriate action on accepting a $200 donation made by a Veteran to support other Veterans during the holidays.

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

18. Discuss, consider and take appropriate action on the 2022 Racial Profiling Report and Analysis submitted by the Precinct 2 Constables Office.

19. Discuss, consider and take appropriate action on confirming the appointment of Armando Villescaz as a Pct 4 Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

20. Discuss, consider and take appropriate action on the appointment of Mike Adams to the Jarrell, Emergency Services District (ESD) #5 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024

21. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

22. Discuss, consider, and take appropriate action on approving Contract #202375 between Williamson County and Pethealth Services (USA) Inc. for PetPoint Enterprise Advantage Subscription in the amount of $2,500.00 and authorizing the execution of the agreement.

23. Discuss, consider and take appropriate action on authorizing the extension of Auto-Chlor Services, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, with Auto-Chlor Systems, for the 12-month term of 01/29/2023 – 01/28/2024.

24. Discuss, consider, and take appropriate action on approving Amendment No. 7 with United Healthcare Systems (UHC) regarding Contract No 911463, effective January 1, 2023, and authorizing execution of the agreement.

25. Discuss, consider, and take appropriate action on approving agreement for Guardian Tracking Employee Performance Management Software with TargetSolutions Learning, LLC, d/b/a Vector Solutions #2023106 in the amount of $3,341.60, and authorizing the execution of this agreement.

26. Discuss, consider and take appropriate action on approving the purchase of ammunition for the Sheriff's Office from Precision Delta Corporation in the amount of $66,404.00, pursuant to BuyBoard cooperative contract #603-20.

27. Discuss, consider, and take appropriate action to approve the Agreement between Williamson County and Thermo Scientific Portable Analytical Instruments, Inc. for narcotics testing equipment, for the total amount of $25,619.64, pursuant to GSA contract #GS-07F-6099R, and authorizing the approval of this agreement.

28. Discuss, consider, and take appropriate action to approve the Amendment between Williamson County and Tyler Technologies for adding Enterprise Supervision Users and Supervision Access Premium, for a total of $28,350.00 pursuant to Sourcewell Contract 090320-TTI, and authorizing the execution of the Amendment.

29. Discuss, consider, and take appropriate action to approve the Amendment between Williamson County and Environmental Systems Research, Inc. (ESRI) for the purpose of extending consulting hours, with no change in the Not-To-Exceed dollar amount of $11,956.00, pursuant to contract DIR-CPO-4699, and authorize the execution of this Amendment.

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Carlson Cove Tower Site Lease under IFB #23IFB24.

31. Discuss, consider, and take appropriate action on approving the agreement to augment the existing Motorola Solutions License Agreement(s) with Hiplink Avanced Send Option between Williamson County and Motorola for a total of $5,335.50, pursuant to contract #DIR-TSO-4101, and authorizing the execution of the addendum.

32. Discuss, consider, and take appropriate action on approving the agreement to augment the existing License Agreement(s) for HipLink Email Gateway between Williamson County and Motorola for the total of $11,190.00, pursuant to contract #DIR-TSO-4101, and authorizing the execution of the Addendum.

33. Discuss, consider and take appropriate action on approving agreement #2023103 between Motorola Solutions, Inc. and Williamson County for the purchase of a HipLink backup server and support in the amount of $79,653.93, pursuant to DIR contract #DIR-TSO-4101, and authorizing execution of the agreement.

34. Discuss, consider and take appropriate action on approving purchase agreement #202396 between Lavi Industries and Williamson County for Qtrac Virtual Queuing and Appointment Software in the amount of $1,788.50 per month, exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024 (a)(7)(D) captive replacement parts or components for equipment) and authorizing execution of the agreement.

35. Discuss, consider and take any necessary action to approve agreement between Williamson County and Software One, Inc. for a Three (3) Year Microsoft License via DIR-TSO-4061 and support county operations in the amount of $910,700.63 and authorize the execution of associated documents.

36. Discuss, consider, and take appropriate action on approving the service contract #2023104 for sidewalk repairs at the Juvenile Justice Center, 200 Wilco Way, Georgetown, TX 78626 by Salvador Santos d/b/a Mayas Concrete in the not-to-exceed amount of $5,760.00 and authorizing the execution of this agreement.

37. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a Non-binding Letter of Intent (LOI) to secure inventory from the fleet vehicle order banks and authorizing the execution of the LOI.

38. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fleet Vehicles Fiscal Year 2023-2024 for various Williamson County Departments under IFB #23IFB26.

39. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay, under IFB #23IFB27.

40. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Portland Cement, under IFB #23IFB28.

41. Discuss, consider and take appropriate action on Change Order No 1 to contract number 22IFB48 in the amount of -$108,148.48 for Garden Park Subdivision Roadway and Drainage. Funding source: P491.

REGULAR AGENDA

42. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

43. Discuss, consider and take appropriate action on approving a Strategic Planning Workshop Meeting to be held by the Williamson County Commissioners Court at the Georgetown Annex located at 100 Wilco Way, Georgetown, TX 78626 on January 24, 2023.

44. Discuss, consider and take appropriate action on approving a Williamson County Elected Officials and Department Directors Workshop Meeting to be held by the Williamson County Commissioners Court at the Sheraton Georgetown Hotel & Conference Center located at 1101 Woodlawn Street, Georgetown, TX 78628 on January 25, 2023.

45. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Thrall for Infrastructure Improvements to the Disinfectant Booster System serving the community for reimbursement under The American Rescue Plan Act (ARPA).

46. Discuss, consider and take action on the approval of Team Rubicon performing a fire mitigation project at Twin Springs Preserve on January 11 to 15, 2023.

47. Discuss, consider and take appropriate action on a new fee for the Parks Department for use of the running track at Southwest Williamson County Regional Park.

48. Discuss, consider and take appropriate action on the revised Parks Department reservation cancellation and refund policy.

49. Discuss, consider, and take appropriate action on reclassifying nine Emergency Medical Services Paramedic positions to Emergency Medical Technical Basic positions and adding an Advanced - EMT stipend.

50. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $190,000.00 pursuant to Omnia Partners co-op contract #R161501.

51. Discuss, consider and take appropriate action on approving the first addendum for the Master Service Agreement approved under agenda item #19 on 9/28/2021 between TK Elevator Corporation and Williamson County for Elevator Inspections and Repair/Maintenance Services, in the not-to-exceed amount of $250,000.00 and as per Omnia Contract #R200502, and authorizing the execution of the addendum.

52. Discuss, consider and take appropriate action on approving the Master Service Agreement #202389 with The F.A. Bartlett Tree Expert Company d/b/a Bartlett Tree Experts for Tree Trimming and Related Services, in the not-to-exceed amount of $250,000.00, per Choice Partners Contract #21/021MJ-05.

53. Discuss, consider, and take appropriate action on approving a 2023 CIP transfer to close P612 (SO Admin Data Reception Windows) and P613 (SO Admin Warrants Reception Windows) and move the remaining funds of $65,000 for P612 and $65,000 for P613, to P574 (SOTC Bullet Trap).

54. Discuss, consider, and take appropriate action on awarding IFB #23IFB10 Fall 2022 Fog Seal for Cul-de-Sacs to the lowest and best bidder, Alpha Paving Industries, LLC in the amount of $144,900.00 and authorizing the execution of the agreement.

55. Discuss, consider, and take appropriate action on awarding IFB #23IFB1 Metal Beam Guard Fence (MBGF) to the only bidder, RHB Construction, Inc.

56. Discuss, consider, and take appropriate action on awarding IFB #23IFB14 Striping to the only bidder, DIJ Construction, Inc.

57. Discuss, consider, and take appropriate action on approving the execution of the agreements between Williamson County and ARIAS and Kleinfelder, Inc. and Williamson County, pursuant to RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services.

58. Discuss, consider, and take appropriate action on approving the execution of the agreement between Kleinfelder, Inc. and Williamson County, pursuant to RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services.

59. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 307 Reconstruction Project, a 2019 Road Bond Project in Commissioner Pct. 4. Project: P394. Funding: Road Bond

60. Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson County dated December 20, 2022 for On-Call Materials and Geotechnical Engineering Services. This Contract Amendment No. 1 is to update the rate schedule. Funding source: 01.0200.0210.004160.

61. Discuss, consider, and take appropriate action on approving the purchase of two (2) Model Year 2023 Ford F-250 Regular Cab Trucks from Silsbee Ford in the amount of $85,832.50, pursuant to TIPS Cooperative Contract #210907.

62. Discuss, consider, and take appropriate action on awarding IFB #23IFB8 Corridor H-Sam Bass to the lowest and best bidder, Cash Construction, in the amount of $36,145,959.00 and authorizing the execution of the agreement. Funding Source is P462.

63. Discuss, consider, and take appropriate action regarding the temporary closing of CR 305 and detouring traffic during construction of the Bud Stockton Extension project, a Road Bond Project in Commissioner Precinct 4. Project: P307

64. Discuss, consider and take appropriate action on a relocation claim for actual business moving expenses in relation to a ROW acquisition from Tier (Parcel 45) and needed for the construction of the SE Loop project. Funding Source: TANS P588

65. Discuss, consider and take appropriate action on a letter agreement with Sal Caravello and the Worship Place for a PEC electric easement needed on the CR 245 project (Parcel 4). Funding Source: Road Bonds P 353

66. Discuss, consider and take appropriate action on an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match On-System with TxDOT for funding a portion of the installation of traffic signals at the intersection of US Highway 183 and Whitewing Drive in Williamson County. Funding Source: 01.0100.0000.207009

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)."

67. 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.

68. 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

69. 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
20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis 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 proposed Hutto TIRZ #3.

70. 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).

71. 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).

72. 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)

73. Discuss and take appropriate action concerning economic development.

74. Discuss and take appropriate action concerning real estate.

75. 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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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

20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

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5. Legal matters pertaining to DM Medical Billings, LLC.
6. Legal matters relating to proposed Hutto TIRZ #3.

76. 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.

77. Comments from Commissioners.

78. 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 6th day of January 2023 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: 01/10/2023

Line Item Transfer for County Clerk

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

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

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

Background

Moving money for equipment for new employees not originally added to the budget. Three positions were added but no computer monitors, headsets or phones were added to accommodate them to do their job. We had some spare computers to make up that piece of the puzzle. Desks were retrieved from other sources before they ended up at the warehouse.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004100	Professional Service	$1,923.00
To	0385-0385-003010	Computer Equipment under $5000	$1,923.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/21/2022 09:33 AM
Budget Office	Saira Hernandez	12/21/2022 10:55 AM
Form Started By: Nancy Rister		Started On: 12/20/2022 01:42 PM
Final Approval Date: 12/21/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 01/10/2023

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 in Non-Departmental.

Background

Additional funds are needed to cover unanticipated property tax payments for leased properties owned by the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Tax Appraisal District	$9,426.05
To	0100-0409-004999	Miscellaneous	$9,426.05

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget Office	Saira Hernandez	01/03/2023 03:24 PM
County Judge Exec Asst. (Originator)	Becky Pruitt	01/04/2023 10:58 AM
Form Started By: Andrea Schiele		Started On: 12/29/2022 12:23 PM
Final Approval Date: 01/04/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 01/10/2023

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

Submitted For: Richard Semple **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

The original $20,000 that was budgeted and approved for the additional CAD licenses was only an estimate at budget time. The delay in getting the quote was because they changed the way they monitor/sell licensing for this software.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.004100	Professional Services	$13,600.00
To	0100.0523.005741	Computer Software > $5,000	$13,600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2022 11:52 AM
Budget Office	Ashlie Holladay	12/29/2022 12:08 PM
Form Started By: Tammy McCulley		Started On: 12/28/2022 11:03 AM
Final Approval Date: 12/29/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/10/2023

EMS LIT - Stretchers and Power-Loads

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

Line item transfer to the appropriate line item to facilitate the purchase of stretchers and Power-load devices for new ambulances. This purchase is normally built into the cost of the ambulance. It was removed and will be purchased separately this year to take advantage of decreased cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$307,000.00
To	0100-0540-005000	Captial Outlay > $5,000	$307,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2023 01:49 PM
Budget Office	Saira Hernandez	01/03/2023 03:41 PM
Form Started By: Michael Knipstein		Started On: 01/03/2023 09:15 AM
Final Approval Date: 01/03/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 01/10/2023

FMSO LIT for office furniture

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

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

The Fire Marshal Special Operation Department is requesting a line item transfer to fund office furniture purchase.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0542.003110	Other Supplies	$1,963.00
To	0100.0542.003005	Office Furniture < $5,000	$1,963.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/21/2022 09:33 AM
Budget Office	Saira Hernandez	12/21/2022 10:55 AM
Form Started By: Adrienne Seal		Started On: 12/19/2022 03:26 PM
Final Approval Date: 12/21/2022		

Commissioners Court - Regular Session **8.**

Meeting Date: 01/10/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover shortfall in Office Equipment towards cost for video camcorders used in the Williamson County Jail, by Shift Operations and Support staff to actively record and document combative and disruptive behavior from inmates.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005700	Vehicles > $5,000	$76.98
From	0100.0570.004350	Printed Materials & Binding	$933.16
To	0100.0570.003006	Office Equipment < $5,000	$1010.14

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:45 AM
Budget Office	Saira Hernandez	01/05/2023 10:58 AM
Form Started By: Abigail Dass		Started On: 01/05/2023 10:14 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 01/10/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Bilingual Stipends

Bilingual LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	01/05/2023 08:11 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:01 AM
Form Started By: Kayla Marek		Started On: 01/04/2023 05:04 PM
Final Approval Date: 01/05/2023		

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 Clerk	Deputy County Clerk.0656.001100.	16239	$40,486.22	$1,214.60	3.00	$41,700.82	-	MERIT	20-Jan-23
Juvenile Services	Juv Supervision Offcr II.1090.001100.	15998	$46,360.39	$1,390.81	3.00	$47,751.20	-	MERIT	20-Jan-23
Juvenile Services	Juv Supervision Offcr II.1095.001100.	14200	$46,360.39	$1,390.81	3.00	$47,751.20	-	MERIT	20-Jan-23
Juvenile Services	Juv Probation Officer II.1159.001100.	15399	$53,921.00	$1,617.64	3.00	$55,538.64	-	MERIT	20-Jan-23
Juvenile Services	Juv Facility Administrator.1062.001100.	11524	$79,903.20	$2,397.20	3.00	$82,300.40	-	MERIT	20-Jan-23
Juvenile Services	Juv Supervision Offcr II.1096.001100.	15997	$46,360.39	$1,390.81	3.00	$47,751.20	-	MERIT	20-Jan-23
COMM COURT - GRANTS	CCG Physician Assistant.2005.001100.	16181	$125,999.90	$3,779.88	3.00	$129,779.78	-	MERIT	20-Jan-23
Animal Services	Sr Animal Care Specialist.1887.001100.	15525	$33,085.92	$330.87	1.00	$33,416.78	-	MERIT	20-Jan-23
Animal Services	Animal Services Specialist.1836.001100.	15922	$36,524.55	$730.50	2.00	$37,255.05	-	MERIT	20-Jan-23
Purchasing	Purchasing Specialist I.1696.001100.	15924	$50,060.52	$493.60	0.99	$50,554.13	-	MERIT	20-Jan-23

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0403	001100	1,214.60		
01	0100	0403	002010	92.92		
01	0100	0403	002020	188.75		
01	0100	8002	001130		1,214.60	
01	0100	8002	002010		92.20	
01	0100	8002	002020		188.75	
01	0100	0576	001100	8,187.27		
01	0100	0576	001130		8,187.27	
01	0545	0545	001100	1,061.37		
01	0545	0545	001130		1,061.37	
01	0100	0494	001100	493.60		
01	0100	0494	001130		493.60	
01	0100	0576	001100		6,706.29	Duplicate on 12/20/22 from 12/13/22 - Reverse LIT on 1/10/23
01	0100	0576	001130	6,706.29		Duplicate on 12/20/22 from 12/13/22 - Reverse LIT on 1/10/23

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
0454 - Justice of the Peace 4	1016	vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title Change Only: from Court Clerk II to Juvenile Case Manager. No fiscal impact	1/10/2023
0581-911 Communications	0115	vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title Change only: from Operations Division Manager to Deputy Director. No fiscal impact	1/20/2023
0540-EMS	0813	16131	$44,488.08	$44,488.08	$46,638.48	$44,488.08	$2,150.40	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 0813, 0870, 0830, 0782, and 0784 to PCN 2043.	1/20/2023
0540-EMS	0870	16272	$44,488.81	$44,488.81	$45,378.60	$44,488.81	$889.79	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 0813, 0870, 0830, 0782, and 0784 to PCN 2043.	1/20/2023
0540-EMS	0830	16275	$44,488.81	$44,488.81	$45,311.86	$44,488.81	$823.05	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 0813, 0870, 0830, 0782, and 0784 to PCN 2043.	1/20/2023
0540-EMS	0782	13650	$51,604.80	$51,604.80	$58,680.75	$51,604.80	$7,075.95	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 0813, 0870, 0830, 0782, and 0784 to PCN 2043.	1/20/2023

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
0540-EMS	0784	12620	$56,825.60	$56,825.60	$62,784.11	$60,673.75	$2,110.36	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 0813, 0870, 0830, 0782, and 0784 to PCN 2043.	1/20/2023
0540-EMS	2043	vacant	N/A	N/A	$78,893.06	$91,942.61	N/A	$13,049.55	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 0813, 0870, 0830, 0782, and 0784 to PCN 2043.	1/20/2023
0560 - Sheriff's Office	1246	04180	$140,825.10	$140,825.10	$152,246.91	$143,995.37	$8,251.54	N/A	Reallocation of position budget to facilitate reclass of PCN 1421 as recommended by HR. Grade change only, from B34 to B37 to align with added duties. Surplus salary funds from PCN 1246 to PCN 1421.	1/20/2023
0560 - Sheriff's Office	1421	14251	$117,878.80	$126,130.32	$117,878.78	$126,130.32	N/A	$8,251.54	Reallocation of position budget to facilitate reclass of PCN 1421 as recommended by HR. Grade change only, from B34 to B37 to align with added duties. Surplus salary funds from PCN 1246 to PCN 1421.	1/20/2023
0475-County Attorney	0027	16109	$53,784.64	N/A	$59,483.27	$55,451.92	$4,031.35	N/A	Reallocation of position budget to facilitate hirirng. Surplus salary from PCN 0027 to PCN 1971	1/14/2023

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
0475-County Attorney	1971	vacant	N/A	N/A	$42,329.09	$46,360.44	N/A	$4,031.35	Reallocation of position budget to facilitate hirirng. Surplus salary from PCN 0027 to PCN 1971	1/14/2023
0475-County Attorney	0027	16109	$53,784.64	N/A	$55,451.92	$53,784.64	$1,667.28	N/A	Reallocation of position budget to facilitate lateral move. Surplus salary from PCNs 0027 and 0024 to PCN 0043	1/14/2023
0475-County Attorney	0024	14719	$55,398.14	N/A	$56,473.83	$55,953.08	$520.75	N/A	Reallocation of position budget to facilitate lateral move. Surplus salary from PCNs 0027 and 0024 to PCN 0043	1/14/2023
0475-County Attorney	0043	vacant	N/A	N/A	$100,136.94	$102,324.97	N/A	$2,188.03	Reallocation of position budget to facilitate lateral move. Surplus salary from PCNs 0027 and 0024 to PCN 0043	1/14/2023
0475-County Attorney	0031	vacant	N/A	N/A	$50,654.49	$46,360.41	$4,294.08	N/A	Reallocation of position budget to facilitate hirirng. Surplus salary from PCNs 0031 and 0013 to PCN 1908.	1/14/2023
0475-County Attorney	0013	16356	$46,360.41	N/A	$48,164.00	$47,190.87	$973.13	N/A	Reallocation of position budget to facilitate hirirng. Surplus salary from PCNs 0031 and 0013 to PCN 1908.	1/14/2023

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
0475-County Attorney	1908	vacant	N/A	N/A	$97,057.80	$102,325.01	N/A	$5,267.21	Reallocation of position budget to facilitate hirirng. Surplus salary from PCNs 0031 and 0013 to PCN 1908.	1/14/2023

*Amount may vary slightly due to Oracle rounding

Department	Position	EE ID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
Sheriff's Office	Deputy Sheriff.1308.001105.	15296	ADVANCED	$1,199.90	20-Jan-23
Sheriff's Office	Deputy Sheriff.1295.001105.	15505	BASIC	$600.08	20-Jan-23
Sheriff's Office	Deputy Sheriff.1354.001105.	12417	BASIC	$600.08	20-Jan-23
Sheriff's Office	Chief Victim Asst Coord.1425.001100.	16162	BASIC	$600.08	20-Jan-23
Sheriff's Office	Administrative Specialist.1231.001100.	12057	BASIC	$600.08	20-Jan-23
Juvenile Grant	Juv Prob Officer I Grant.1024.001100.	15458	BASIC	$600.08	20-Jan-23
Corrections	Corrections Medical Officer.0600.001105.	15837	BASIC	$600.08	20-Jan-23
Corrections	Corrections Officer.0490.001105.	13855	BASIC	$600.08	20-Jan-23
Corrections	Sergeant CO.0605.001105.	05867	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Corr Officer.0340.001105.	14133	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Corr Officer.0538.001105.	12527	BASIC	$600.08	20-Jan-23
Corrections	Corrections Officer.0386.001105.	11261	BASIC	$600.08	20-Jan-23
Corrections	Corrections Officer.0391.001105.	10301	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Corr Officer.0351.001105.C	13193	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Corr Officer.0567.001105.	14535	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Cor Officer.1872.001105.	15297	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Corr Officer.0219.001105.C	12827	BASIC	$600.08	20-Jan-23
Corrections	Corrections Officer.0423.001105.	10189	BASIC	$600.08	20-Jan-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0560	001914	2,506.31	
01	0100	0560	002010	191.73	
01	0100	0560	002020	389.48	
01	0100	0570	001914	417.75	
01	0100	0570	002010	31.96	
01	0100	0570	002020	64.92	
01	0100	0576	001914	5,012.98	
01	0100	0576	002010	383.49	
01	0100	0576	002020	779.02	
01	0100	0409	004999		9,777.64

Commissioners Court - Regular Session **10.**

Meeting Date: 01/10/2023

Assets for Auction Monthly Report 1.10.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2022 through 12/31/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 12.31.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 09:29 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:35 AM
Form Started By: Mary Watson		Started On: 12/20/2022 09:12 AM
Final Approval Date: 01/05/2023		

"December 2022 | Monthly Report | **Court Date:** | 1/10/2023

Williamson County - Assets for Auction

Agenda #: 30775

Item	Serial Number	Quantity	Department
Materials cart with drawers/table		2	Building Maintenance
Dell 7" tablet	87SV7Z1	1	Building Maintenance
Aaon RQ variable speed compressor	201811-AYGE21234	1	Building Maintenance
Latitude 3390	8BX0FT2	1	Building Maintenance
Latitude 5501	C0JHQ13	1	Building Maintenance
Latitude 5590	HQHTMF2, 2ZGD7S2	2	Building Maintenance
Panasonic CF54 Toughbook	4JTSA75408	1	Constable 1
Dell Optiplex 7050	8168218346	1	Constable 1
Taser cartridge pouch-Sarariland-Faux Leather	307-9	6	Constable 2
X26 Taser Holsters-Sarariland	See List	6	Constable 2
Tasser brand X26 Holsters	TEKLOK	6	Constable 2
Handcuff pouches-Faux leather-Sarariland model 190		15	Constable 2
Flashlight holder-Bianchi Accumold		4	Constable 2
Handgun Holster-Safariland-SSIII for H&K	070-291	1	Constable 2
Magazine pouch-Safariland-Glock 17-22	46 09	1	Constable 2
Magazine pouch-Bianchi-9mm	Size 2	1	Constable 2
Pager pouches - Uncle Mike - Sidekick		2	Constable 2
Handheal metal detector-Garrett super scanner	98034255	1	Constable 2
Blauer reflective traffic vests-yellow-L/XL faded stainec	ANSI 107	9	Constable 2
Equipment belts-Sarariland	MOD 87, MOD87V, 602 B	7	Constable 2
Velcro underbelt safarialnd	Model 99	6	Constable 2
Equipment belt back support s/suspenders	Model 58642	1	Constable 2
Equipment belt keepers - Safariland		24	Constable 2
Motorola handheld radio pouch for XTS 3000,3500 & 5000 radios		1	Constable 2
Safariland holster model 5105 right hand Glock 17-22	6270-83	1	Constable 2
L3 communications voice link plus mic charger stands	See List	3	Constable 2
Brother pocket jet 3 thermal printer	U6280-E0T111279 PSTP	1	Constable 2
Brother pocket jet 3 thermal printer	U62280-E0T111452 PSTP	1	Constable 2
Brother pocket jet 3 thermal printer	U62280-E0T111855 PSTP	1	Constable 2
Metal Car mount for brother pocket jet 3 thermal printer		3	Constable 2
Car radio speaker-motorola models	6126 MAL-2 & 5096	2	Constable 2
LIND vehicle power adaptor PA1580-3120	HW-EL0034	1	Constable 2
Whelen 700 series TIR 3 LED lights red/blue		10	Constable 2
Whelen 400 Series LED light and Housing Mount Model 4EGRILB		1	Constable 2
Whelen horizontal rear LP light Mount for TIR3 Model RDKT6		2	Constable 2
Federal signal cabin map light model LF	Littlite	1	Constable 2
Rechargeable flashlight and car charger	5.11 model UC3.4	1	Constable 2
VGA pin male to male VGA monitor cable	50.7 AA07.001-R	8	Constable 2
Longwell 6' round power cord cable	27.0150A.0A1 R	7	Constable 2
Dell USB 2.0 printer cable	50.7AA12.011-R	6	Constable 2
MagTek 21073075 Dynamag USB HID secure credit card reader		1	Constable 2
Handheld spotlights-rechargeable coreless with chargers		2	Constable 2
Digital camera - Kodak easy share C743	KCGGH65005892	1	Constable 2
Camcorder 8mm-Sharp model VL-A10U	U002828553	1	Constable 2
HP deskjet 460 mobile printer	MY61J3Z25F	1	Constable 2
HP deskjet 450 mobile printer	SG2AQ11126	1	Constable 2
Ambico carrying case for mobile printer		1	Constable 2
PC keyboards Dell		5	Constable 2
AXON body camera model 1 w/USB download cables	0100.1941.2003.3129.7160.8590	6	Constable 2
AXON body camera model Body 2	40,676,042	2	Constable 2
AXON body camera model		6	Constable 2
AXON flex 1 head mount body camera w/2 head mour	9439	1	Constable 2
AXON body camera model 2 magnetic mounts for cam		2	Constable 2
Plastic wall pockets letter and legal size		20	Constable 2
Plastic in/out trays - letter size		5	Constable 2
Loose leaf binders		9	Constable 2
2018 LG 50' Digital TV	810RMMDN123	1	Constable 3
Mini Fridge		1	Constable Pct 1
bag of uniform pants		1	Constable Pct 1
chairs		4	Constable Pct 1
Fellows 3825001 Powershred 225CI	CR38250	1	Constable Pct 1

Dynex TV - 32"	103B08	1	Constable Pct 1
Dynex TV	DX32LI150A11	1	Constable Pct 1
Dell flat screen computer monitor	CN-0668VC	1	Constable Pct 1
Metal mini blinds from Jester Farms		13	Constable Pct 1
Brown laminate conference table		1	Constable Pct 1
2 Drawer metal office table		1	Constable Pct 4
Small printer metal table on wheels		1	Constable Pct 4
HON Metal nesting conference tables		3	Constable Pct 4
3 cabinet pass through metal locker		1	Constable Pct 4
Kenmore 18cf refrigerator	BA64205578	1	Constable Pct 4
Dell B5460dn printer	2F50522	1	Corrections
Rapid print time stamper	501838	1	Corrections
SCBA Backpack	02488, 02889, one missing	3	Corrections
HP Officejet pro 8620	CN4ACKEK2PB	1	Corrections
Dell C3760dn	9X6ZF42	1	Corrections
Insignia LCD TV model 22E400NA14	232L#22MY75AH005157	1	County Attorney
Sony CD/DVD player	5807224	1	County Attorney
CS530 Plantronics headset		1	County Attorney
Dell Optiplex 3020	7LTFN22	1	County Attorney
Dell 5290 2 in 1	63HH6S2	1	County Attorney
Dell Latitude 3390 2 in 1	DMXGDT2	1	County Attorney
Dell Latitude 5300 2 in 1	1DQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	6DQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	2DQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	GCQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	JCQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	3DQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	4DQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	FCQ6LT2	1	County Attorney
Dell Latitude 5300 2 in 1	CCQ6LT2	1	County Attorney
Dell 22" monitor		18	County Attorney
Dell Optiplex 7050	59FKWK2	1	County Attorney
Dell Optiplex 7050	592PWK2	1	County Attorney
Dell Optiplex 7060	JRD7DW2	1	County Attorney
Dell Optiplex 7050	597MWK2	1	County Attorney
Dell Optiplex 7050	59NQWK2	1	County Attorney
HP printer laserjet pro	M426fdw	1	County Treasurer
Computer - Intel	MG00GFDU	1	CSCD - State Purchased
Printers - Brother	See List	15	CSCD - State Purchased
Printers - Brother	See List	15	CSCD - State Purchased
Printers - Brother	U62062D9N120325, U62064B0N78753	2	CSCD - State Purchased
Globe structural firefighting turnout coat	5872977	1	HazMat
Veridian structural firefighting turnout coat	L5530263-1S0101	1	HazMat
Globe structural firefighting turnout pants	5872980	1	HazMat
Veridian structural firefighting turnout pants	5530263-2S0101	1	HazMat
Diamond black structural firefighting boots size 14	ART 9761-W	1	HazMat
Globe structural firefighting turnout coat	3857387	1	HazMat
Globe structural firefighting turnout pants	3857388	1	HazMat
FireDex structural firefighting boots size 14	3264081098	1	HazMat
Air systems international 4500 PSI storage cylinder	5571010Y	1	HazMat
Air systems international 4500 PSI storage cylinder	55701969Y	1	HazMat
Air systems international 4500 PSI storage cylinder	4160474Y	1	HazMat
Air systems international 4500 PSI storage cylinder	4160470Y	1	HazMat
MSA SCBA escape cylinder 3000psi	KT12501	1	HazMat
MSA SCBA escape cylinder 3000psi	KT17387	1	HazMat
MSA SCBA escape cylinder 3000psi	KT7022	1	HazMat
MSA SCBA escape cylinder 3000psi	KT7023	1	HazMat
Orgeon spine splint II		2	HazMat
Rescue dry suit	140344-198, Wofford	1	HazMat
LSP half back splint	PE42069	1	HazMat
MSA PremAire system SCBA	AKAD258207	1	HazMat
MSA	AKAD258209	1	HazMat
Dell Monitors		4	Health District - County Purchased
Ipad	DMPMP137F18P	1	Health District - County Purchased

Ipad	DMPMP1BBF18P	1	Health District - County Purchased
APC UPS Devices - BR1000G	See List	3	Information Systems
APC UPS Device - BE850M2	4B1910P29626	1	Information Systems
Box of expired plotter ink		1	Information Systems
Dell PowerEdge R330 server	9NXQCP2	1	Information Systems
Dell Latitude D630	57G65G1	1	Information Systems
Dell Latitude DE6510	41RXTM1	1	Information Systems
Mocrosoft surface Pro	33156353353	1	Information Systems
Microsoft surface Pro 4592	60238250253	1	Information Systems
Dell OptiPlex 790 3197	6NKCMS1	1	Information Systems
Monitors 17"		2	Information Systems
Dell Latitude 5580 12454	5ZBRAM2	1	Information Systems
Beige metal 4 drawer cabinet tall no key		2	JP 1
Black metal 4 drawer cabient wide with key		1	JP 1
Black metal 5 drawer cabinet wide		1	JP 1
Rolling desk chair - fabric		1	JP 1
Rolling desk chair - leather		2	JP 1
66x30 Desk		1	Pre-Trial Services
64.5x30 Desk		2	Pre-Trial Services
White faux leather desk/task chair		1	Pre-Trial Services
Upholstered sitting chairs		4	Pre-Trial Services
Desk		3	Unified Road Systems
Faux leather executive chairs		3	Unified Road Systems
Fabric task chairs		4	Unified Road Systems
Desk		3	Unified Road Systems

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 31-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL 7" TABLET
1. Manufacturer ID #:	ST: 87SV7Z1
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	5129431599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 10/31/2022 11:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 29-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Aaon RQ variable speed compressor
1. Manufacturer ID #:	model RQ005-3-V-GA02-312 serial #201811-AYGE21234
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512943330
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/30/2022 7:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/5/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 01-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Materials cart with drawers/table
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 12/1/2022 1:02 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 22-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude 3390
1. Manufacturer ID #:	ST# 8BX0FT2
1. Oracle Asset #:	220058
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Latitude 5501
2. Manufacturer ID #:	ST# C0JHQ13
2. Oracle Asset #:	238349
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Latitude 5590
3. Manufacturer ID #:	ST#s HQHTMF2, 2ZGD7S2
3. Oracle Asset #:	216111, 220031
3. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	5129431599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 12/22/2022 3:43 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 05-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MINI FRIDGE
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	bag of unifom pants
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	chairs
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Fellows 3825001 Powershred 225Cl - Asset No. 65450
4. Manufacturer ID #:	CR38250
4. Oracle Asset #:	65450
4. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 10/5/2022 12:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 05-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DYNEX TV - 32"
1. Manufacturer ID #:	103B08
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	DYNEX TV
2. Manufacturer ID #:	DX32LI150A11
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell flat screen computer monitor
3. Manufacturer ID #:	S/N/: CN-0668VC
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	13
4. Description:	METAL MINI BLIDS PREVIOUSLY INSTALLED AT JESTER ANX.
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	BROWN LAMINATE CONFRENCE TABLE
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 10/5/2022 12:15 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF54 Toughbook - Asset #204766
1. Manufacturer ID #:	4JTSA75408
1. Oracle Asset #:	204766
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7050 - Asset #203689
2. Manufacturer ID #:	Service Tag 8168218346
2. Oracle Asset #:	203689
2. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 12/2/2022 12:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	TASER Cartridge Pouch-Safariland-Faux Leather
1. Manufacturer ID #:	307-9
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	6
2. Description:	X26 TASER Holsters-Safariland
2. Manufacturer ID #:	2100384 Right Hand (4), 2100385 Left Hand (2)
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	6
3. Description:	TASER Brand X26 Holsters - 3 Left Hand, 3 Right Hand
3. Manufacturer ID #:	TEKLOK
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	15
4. Description:	Handcuff Pouches-Faux Leather-Safariland Model 190
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Flashlight holder-Bianchi Accumold
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ William Beechinor 12/2/2022 4:45 PM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 05-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Brother Pocket Jet 3 Thermal Printer
1. Manufacturer ID #:	S/N U62280-E0T111279 PSTP Tag PO1816
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Brother Pocket Jet 3 Thermal Printer
2. Manufacturer ID #:	S/N U62280-E0T111452 PSTP Tag PO1817
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Brother Pocket Jet 3 Thermal Printer
3. Manufacturer ID #:	S/N U62280-E0T111855 PSTP Tag PO1815
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Metal Car Mount for Brother Pocket Jet 3 Thermal Printer
4. Manufacturer ID #:	None
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Car Radio Speaker - Motorola Models HSN4032A & HSN10005
5. Manufacturer ID #	6126 MAL-2 & 5096
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/5/2022 1:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 15-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Handheld Radio Pouch For XTS 3000, 3500 & 5000 radios
1. Manufacturer ID #:	4205857B09
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Safariland Holster Model 5105 Right Hand - Glock 17-22
2. Manufacturer ID #:	6270-83
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	L3 Communications Voice Link Plus Mic charger stands
3. Manufacturer ID #:	CG12020476, CG14110336, CG212020471
3. Oracle Asset #:	NOT FOUND IN ORACLE
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/15/2022 1:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Handgun Holster-Safariland-SSIII for H&K
1. Manufacturer ID #:	070-291
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Magazine Pouch-Safariland-Glock17-22
2. Manufacturer ID #:	46 09
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Magazine Pouch-Bianchi-9mm
3. Manufacturer ID #:	SIZE 2
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Pager Pouches - Uncle Mike - Sidekick
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Handheld Metal Detector-Garrett Super Scanner
5. Manufacturer ID #	98034255
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ William Beechinor 12/2/2022 4:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 05-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LIND Vehicle Power Adaptor PA1580-3120 FB for CF31 Toughbook
1. Manufacturer ID #:	HW-EL0034
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	10
2. Description:	WHELEN 700 Series TIR3 LED Lights Red (8) Blue (2)
2. Manufacturer ID #:	Manufactured 5/17/2007 and 6/21/2007
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	WHELEN 400 Series LED Light and Housing Mount Model 4EGRILB
3. Manufacturer ID #:	Manufactured 09/06/2017
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	WHELEN Horizontal Rear LP Light Mount for TIR3 Model RBKT6
4. Manufacturer ID #:	Manufactured 01/19/2011
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	FEDERAL Signal Cabin Map Light Model LF
5. Manufacturer ID #	Littlite
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/5/2022 2:18 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Rechargeable Flashlight and Car Charger-5.11-Model UC3.4
1. Manufacturer ID #:	Flashpoint-Light for Life
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/2/2022 5:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 05-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	VGA Pin Male to Male VGA Monitor Cable
1. Manufacturer ID #:	50.7AA07.001-R
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	7
2. Description:	Longwell 6' Round Power Cord Cable
2. Manufacturer ID #:	27.0150A.0A1 R
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	6
3. Description:	Dell USB 2.0 Printer Cable - A-Male to B-Male Cord, 6 Feet
3. Manufacturer ID #:	50.7AA12.011-R
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	MagTek 21073075 Dynamag USB HID Secure Credit Card Reader
4. Manufacturer ID #:	None
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/5/2022 3:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Handheld Spotlights-Rechargeable-Cordless- with chargers -LSI
1. Manufacturer ID #:	1 Million CP and Two Million CP
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Digital Camera - Kodak Easy Share C743
2. Manufacturer ID #:	KCGGH65005892
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Camcorder 8mm-SHARP Model VL-A10U
3. Manufacturer ID #:	U002828553
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/2/2022 5:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 05-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Deskjet 460 Mobile Printer (C8150A L) w/cords
1. Manufacturer ID #:	S/N MY61J3Z25F
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP Deskjet 450 Mobile Printer (C8111A) w/cords
2. Manufacturer ID #:	SG2AQ11126
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	AMBICO Carrying Case for Mobile Printer-Black Faux Leather
3. Manufacturer ID #:	None
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	PC Keyboards Dell (3) Alaska (1) Logitech (1)
4. Condition of Assets:	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/5/2022 3:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	BLAUER Reflective Traffic Vests-Yellow-L/XL-Faded/Stained
1. Manufacturer ID #:	ANSI 107
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	7
2. Description:	Equipment Belts-Safariland -Sizes 36,38,40,42 & 44 w/9 Buckles
2. Manufacturer ID #:	MOD87, MOD87V, 602 B
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	6
3. Description:	Velcro Underbelt Safariland - Sizes S, M, L
3. Manufacturer ID #:	Model 99
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Equipment Belt Back Support w/suspenders - 5.11 - Size XL-XXL
4. Manufacturer ID #:	Model 58642
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	24
5. Description	Equipment Belt Keepers - Safariland
5. Manufacturer ID #	None
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/2/2022 4:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 05-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	20
1. Description:	Plastic Wall Pockets - Letter Size (18) Legal Size (2)
1. Manufacturer ID #:	Various
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	Plastic In/Out Trays - Letter Sized
2. Manufacturer ID #:	Various
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	9
3. Description:	Loose Leaf binders
3. Manufacturer ID #:	Various
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/5/2022 1:25 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 15-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	AXON Body Camera Model Body 1 w/USB download cables
1. Manufacturer ID #:	0100, 1941, 2003, 3129, 7160, 8590
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	AXON Body Camera Model Body 2
2. Manufacturer ID #:	4067, 6042
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	6
3. Description:	AXON Body Camera Model 1 (5) & Model 2 (1) holder with clip
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	AXON Flex 1 Head Mount Body Camera w/2 head mounts and clip
4. Manufacturer ID #:	9439
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	AXON Body Camera Model 2 Magnetic Mounts for Camera
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 12/15/2022 1:25 PM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|patrick.hurley@wilco.org - 22-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2018 LG 50' Digital TV
1. Manufacturer ID #:	810RMMDDN123
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Constables 3
Transferring Dept. Contact Person	Patrick Hurley
Transferring Dept. Contact Ph#:	512-943-1434
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Hurley 11/22/2022 2:53 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 22-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 Drawer metal office table
1. Manufacturer ID #:	Unknown
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Small printer metal table on wheels
2. Manufacturer ID #:	Unknown
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	HON Metal Nesting Conference Tables
3. Manufacturer ID #:	Unknown
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	3 cabinet pass through metal locker
4. Manufacturer ID #:	Unkown
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Kenmoore 18cf refrigerator
5. Manufacturer ID #	BA64205578
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brian Olson 10/22/2022 12:17 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	10/31/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell B5460dn printer
1. Manufacturer ID #:	2F50522
1. Oracle Asset #:	116264
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Rapid print time stamper
2. Manufacturer ID #:	501838
2. Oracle Asset #:	42108
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	3
3. Description:	SCBA Backpack
3. Manufacturer ID #:	BC#'s 02488, 02889 and ?
3. Oracle Asset #:	53274, 55454
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	HP Officejet pro 8620
4. Manufacturer ID #:	CN4ACKEK2PB
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell C3760dn
5. Manufacturer ID #	9X6ZF42
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:02 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 01-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	CS530 Plantronics headset
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/1/2022 5:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 09-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 3020
1. Manufacturer ID #:	7LTFN22
1. Oracle Asset #:	114265
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 5290 2 in 1
2. Manufacturer ID #:	Service Tag: 63HH6S2
2. Oracle Asset #:	216069
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 3390 2in1
3. Manufacturer ID #:	Service Tag: DMXGDT2
3. Oracle Asset #:	220051
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2in1
4. Manufacturer ID #:	Service Tag: 1DQ6LT2
4. Oracle Asset #:	226131
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5300 2in1
5. Manufacturer ID #	Service Tag: 6DQ6LT2
5. Oracle Asset #	226136
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/9/2022 1:38 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 09-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2in1
1. Manufacturer ID #:	Service Tag: 2DQ6LT2
1. Oracle Asset #:	226132
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2in1
2. Manufacturer ID #:	Service Tag: GCQ6LT2
2. Oracle Asset #:	226140
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5300 2in1
3. Manufacturer ID #:	Service Tag: JCQ6LT2
3. Oracle Asset #:	226142
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2in1
4. Manufacturer ID #:	Service Tag: 3DQ6LT2
4. Oracle Asset #:	226133
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5300 2in1
5. Manufacturer ID #	Service Tag: 4DQ6LT2
5. Oracle Asset #	226134
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/9/2022 1:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 09-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2in1
1. Manufacturer ID #:	Service Tag: FCQ6LT2
1. Oracle Asset #:	226139
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2in1
2. Manufacturer ID #:	Service Tag: CCQ6LT2
2. Oracle Asset #:	226137
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/9/2022 1:44 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 01-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Insignia LCD TV Model: 22E400NA14
1. Manufacturer ID #:	s/n: 232LE22MY75AH005157
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Sony CD/DVD player
2. Manufacturer ID #:	s/n: 5807224
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/1/2022 2:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 06-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	18
1. Description:	Dell 22" monitor
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/6/2022 8:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 09-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050
1. Manufacturer ID #:	Service Tag: 59FKWK2
1. Oracle Asset #:	200697
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7050
2. Manufacturer ID #:	Service Tag: 592PWK2
2. Oracle Asset #:	200700
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7060
3. Manufacturer ID #:	Service Tag: JRD7DW2
3. Oracle Asset #:	224130
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7050
4. Manufacturer ID #:	Service Tag: 597MWK2
4. Oracle Asset #:	200698
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex 7050
5. Manufacturer ID #	Service Tag: 59NQWK2
5. Oracle Asset #	200699
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 12/9/2022 1:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|carole.callahan@wilco.org - 24-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Printer Laserjet Pro
1. Manufacturer ID #:	MFP M426fdw
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Treasurer
Transferring Dept. Contact Person	Carole Callahan
Transferring Dept. Contact Ph#:	31583
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Carole Callahan 10/24/2022 3:59 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 28-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Computer- Intel
1. Manufacturer ID #:	MG00GFDU
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	15
2. Description:	Printers- Brother
2. Manufacturer ID #:	U61443I67737003, U62712E3N547054, U63885F7N289775, U63084E4N741955, UG3088D5N153811, U63087K5N302172, U62269F9J150088, U64188J7N558092, U62270K93214653, U62269F9J160055, U61507F8J688527, U61508G8J710738, U61506H8J752053, U61506J8J773779, U6227K9J214616
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	15
3. Description:	Printers- Brother
3. Manufacturer ID #:	U61508M8J856890, U61508G8J711014, U6229D0J383950, U62272B0J343612, U61506J8J773556, U62270C9J130482, U61506J8J773558, U62712H3N836792, U62064B0N780521, U62712M2N943590, U62272C1J693652, U63885A5N810887, U62064C9N115711, U63885J4N432209, U63885J4N432286
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Printers- Brother
4. Manufacturer ID #:	U62062D9N120325, U62064B0N787534
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship
Transferring Dept. Contact Ph#:	512-943-3517

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 12/28/2022 10:42 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 12-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Globe Structural Firefighting Turnout Coat
1. Manufacturer ID #:	3857387
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Globe Structural Firefighting Turnout Pants
2. Manufacturer ID #:	3857388
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	FireDex Structural Firefighting Boots Size 14
3. Manufacturer ID #:	3264081098
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 10/12/2022 3:19 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	10/26/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 28-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Air Systems International 4500 PSI Storage Cylinder
1. Manufacturer ID #:	5571010Y
1. Oracle Asset #:	176579
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Air Systems International 4500 PSI Storage Cylinder
2. Manufacturer ID #:	5570969Y
2. Oracle Asset #:	176580
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Air Systems International 4500 PSI Storage Cylinder
3. Manufacturer ID #:	4160474Y
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Air Systems International 4500 PSI Storage Cylinder
4. Manufacturer ID #:	4160470Y
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 12/13/2022 11:59 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 28-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MSA SCBA Escape Cyclinder 3000psi
1. Manufacturer ID #:	Serial # KT12501
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	MSA SCBA Escape Cyclinder 3000psi
2. Manufacturer ID #:	Serial # KT17387
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	MSA SCBA Escape Cyclinder 3000psi
3. Manufacturer ID #:	Serial # KT7022
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	MSA SCBA Escape Cyclinder 3000psi
4. Manufacturer ID #:	Serial # KT7023
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 12/13/2022 12:00 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 12-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Globe Structural Firefighting Turnout Coat
1. Manufacturer ID #:	5872977
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Veridian Structural Firefighting Turnout Coat
2. Manufacturer ID #:	L5530263-1S0101
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Globe Structural Firefighting Turnout Pants
3. Manufacturer ID #:	5872980
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Veridian Structural Firefighting Turnout Pants
4. Manufacturer ID #:	5530263-2S0101
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dimaond Black Structural Firefighting Boots Size 14
5. Manufacturer ID #	ART 9761-W
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 10/12/2022 3:14 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	10/26/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|rick.zuazua@wilco.org - 13-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Orgeon Spine Splint II
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Rescue Dry Suit
2. Manufacturer ID #:	140344-198, Wofford
2. Oracle Asset #:	55081
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	LSP Half Back Splint
3. Manufacturer ID #:	PE42069
3. Oracle Asset #:	49987
3. Condition of Assets:	Non-Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Rick ZuaZua
Transferring Dept. Contact Ph#:	5129433697
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 10/13/2022 3:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	10/26/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 28-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MSA PremAire System SCBA
1. Manufacturer ID #:	Serial # AKAD258207
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	MSA PremAire System SCBA
2. Manufacturer ID #:	Serial # AKAD258209
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 12/13/2022 11:59 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jason.fritz@wilco.org - 01-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Monitors
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Ipad
2. Manufacturer ID #:	DMPMP137F18P
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Ipad
3. Manufacturer ID #:	DMPMP1BBF18P
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jason Fritz
Transferring Dept. Contact Ph#:	512-248-3273
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 11/1/2022 10:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 29-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Monitors - 17"
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5580 - Wilco# 12454
2. Manufacturer ID #:	5ZBRAM2
2. Oracle Asset #:	202709
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 12/29/2022 1:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	APC UPS Devices - BR1000G
1. Manufacturer ID #:	3B1420X30118, 3B1312X08240, 3B1225X24454
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	APC UPS Device - BE850M2
2. Manufacturer ID #:	4B1910P29626
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Box of Expired Plotter Ink
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 10/19/2022 4:23 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 02-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell PowerEdge R330 Server Wilco#10189
1. Manufacturer ID #:	9NXQCP2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 12/29/2022 2:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 29-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude D630- no asset tag
1. Manufacturer ID #:	57G65G1
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6510 - Wilco # C02806
2. Manufacturer ID #:	41RXTM1
2. Oracle Asset #:	54822
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	MicroSoft Surface Pro - #4325
3. Manufacturer ID #:	033156353353
3. Oracle Asset #:	155350
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	MicroSoft Surface Po - #4592
4. Manufacturer ID #:	060238250253
4. Oracle Asset #:	148375
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell OptiPlex 790 - Wilco# C03197
5. Manufacturer ID #	6NKCMS1
5. Oracle Asset #	58369
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 12/29/2022 1:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 12-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Beige metal 4 drawer cabinet (tall) no key
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black metal 4 drawer cabinet (wide) with key
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Black metal 5 drawer cabinet (wide)
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Rolling desk chair- fabric
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Rolling desk chair - leather
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	geneva.salazar@wilco
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Geneva P. Salazar 12/12/2022 1:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jamie.carrillo@wilco.org - 07-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	66x30 Desk
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	64.5x30 Desk
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	White faux leather desk/task chair
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	Upholstered sitting chairs (2 red, 1 blue, 1 multicolor)
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Pre-Trial Services
Transferring Dept. Contact Person	Jamie Carrillo
Transferring Dept. Contact Ph#:	5129431496
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jamie Carrillo 12/7/2022 12:35 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/13/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vedwards@wilco.org - 29-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Desk
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512-943-3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Robert B. Daigh 11/29/2022 3:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775
Asset(s) delivered to warehouse on:	12/12/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|vedwards@wilco.org - 13-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Faux Leather Executive Chairs
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Fabric Task Chairs
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512-943-3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Robert B. Daigh 12/13/2022 8:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vedwards@wilco.org - 21-12-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Desk
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512-943-3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Robert B. Daigh 12/21/2022 9:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30775

Commissioners Court - Regular Session **11.**

Meeting Date: 01/10/2023

Assets for Destruction Monthly Report 1.10.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2022 through 12/31/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 12.31.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 09:29 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:37 AM
Form Started By: Mary Watson		Started On: 12/20/2022 09:13 AM
Final Approval Date: 01/05/2023		

"December 2022 Monthly Report **Court Date:** 1/10/2023

Williamson County - Assets for Destruction

Agenda #: 30776

Item	Serial Number	Quantity	Department
8' wooden desk with 3 drawers		1	Building Maintenance
2 door cabinet		1	Building Maintenance
Echo backpack air blower	pb-600	1	Building Maintenance
Rain master fm remote control system	500055	1	Building Maintenance

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 12-10-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	8' wooden desk with 3 drawers
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 10/20/2022 10:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	1/10/2023
Agenda Item:	30776

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 10-11-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 door cabinet
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Echo Backpack air blower
2. Manufacturer ID #:	pb-600
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Rain Master fm remote control system
3. Manufacturer ID #:	500055
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/14/2022 7:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	1/10/2023
Agenda Item:	30776

Asset Status Change

Commissioners Court - Regular Session **12.**

Meeting Date: 01/10/2023

Assets for Transfer Monthly Report 1.10.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2022 through 12/31/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 12.31.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 09:30 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:38 AM
Form Started By: Mary Watson		Started On: 12/20/2022 09:13 AM
Final Approval Date: 01/05/2023		

*December 2022 Monthly Report **Court Date:** 1/10/2023

Williamson County - Assets for Transfer

Agenda #: 30778

Item	Serial Number		Quantity	From Department	To Department
HON 2 piece desk model 10541	CKQQYK		1	CC at Law 1	Pre-Trial Services
Arizona Vortex Multipod Rescue System		2968	1	HazMat	Emergency Medical Services
Plastic edge pro protectors			1	HazMat	Emergency Medical Services
Apple iPad Air-4th Gen-10.9"-256GB	DMPDL067Q19K		1	Information Systems	County Judge

Asset Status Change

Title:	i:0#.f|membership|elizabeth.martin@wilco.org - 02-12-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Hon 2 piece desk Model 10541
1. Manufacturer ID #:	CKQQYK
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Elizabeth Martin
Transferring Dept. Contact Ph#:	943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Brandy Hallford 12/2/2022 10:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Pre-Trial Services
Receiving Department Contact Person:	Ryan Rumph
Receiving Dept. Contact Ph#:	943-1254
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jamie Carrillo
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Jamie Carrillo 12/2/2022 10:44 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/10/2023
Agenda Item:	30778

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rick.zuazua@wilco.org - 13-10-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Arizona Vortex Multipod Rescue System
1. Manufacturer ID #:	2968
1. Oracle Asset #:	54071
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Plastic edge pro protectors
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Rick ZuaZua
Transferring Dept. Contact Ph#:	5129433697
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 10/13/2022 3:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Medical Services
Receiving Department Contact Person:	Kevin Krienke
Receiving Dept. Contact Ph#:	512-818-2643
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Mike Knipstein
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Mike Knipstein 10/14/2022 11:02 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/10/2023
Agenda Item:	30778

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 02-12-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple iPad Air - 4th Gen - 10.9" - 256GB
1. Manufacturer ID #:	DMPDL067Q19K
1. Oracle Asset #:	254618
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 12/2/2022 12:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	County Judge
Receiving Department Contact Person:	Andrea Schiele
Receiving Dept. Contact Ph#:	512-943-1577
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Andrea Schiele
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Andrea L. Schiele 12/2/2022 12:52 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/10/2023
Agenda Item:	30778

Asset Status Change

Commissioners Court - Regular Session **13.**

Meeting Date: 01/10/2023

Capital Asset Transfer between Williamson County Departments

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 equipment assets through Transfer, pursuant to Tx. Local Gov't Code 263.152. This is a transfer from 911 Communications to Emergency Management.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Capital Assets for Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:23 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:45 AM
Form Started By: Mary Watson		Started On: 12/28/2022 08:54 AM
Final Approval Date: 01/05/2023		

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 14-10-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	(P136) BLUESKY MAST- AL1 STANDARD SERIES
1. Manufacturer ID #:	Oracle # 75172
1. Oracle Asset #:	75172
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	(P136) BLUESKY MAST- AL2 LIFT SERIES
2. Manufacturer ID #:	Oracle # 75173
2. Oracle Asset #:	75173
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	(P136) BLUESKY MAST- AL3 LIFT SERIES
3. Manufacturer ID #:	Oracle # 75176
3. Oracle Asset #:	75176
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	(P136) BLUESKY MAST- ROLLER SERIES
4. Manufacturer ID #:	Oracle # 75174
4. Oracle Asset #:	75174
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	(P136) BLUESKY MAST- ROLLER SERIES
5. Manufacturer ID #	Oracle # 75175
5. Oracle Asset #	75175
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 10/17/2022 8:43 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	5128648205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ shantelle dunn brannon 10/17/2022 1:36 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/10/2023
Agenda Item:	30797

Commissioners Court - Regular Session **14.**

Meeting Date: 01/10/2023

Capital Assets for Transfer between County Departments

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 Capital Assets over 5K equipment through Internal Department transfer, pursuant to Tx. Local Gov't Code 263.152. This is a transfer from Wireless Communications to Emergency Medical Services.

Background

Please see the attached list.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Internal Department Asset Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:41 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:46 AM
Form Started By: Mary Watson		Started On: 12/29/2022 03:49 PM
Final Approval Date: 01/05/2023		

Asset Status Change

Title:	i:0#.f|membership|wcoco@wilco.org - 28-11-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	APX 8500, Model M37TSS9W1AM
1. Manufacturer ID #:	681CTV1619
1. Oracle Asset #:	214317
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	APX 6000, Model H98UCH9PW7AN
2. Manufacturer ID #:	481CSK4317
2. Oracle Asset #:	168957
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	APX 6000, Model H98UCH9PW7AN
3. Manufacturer ID #:	481CSK4326
3. Oracle Asset #:	168966
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	APX 6000, Model H98UCH9PW7AN
4. Manufacturer ID #:	481CSK4325
4. Oracle Asset #:	168965
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	APX Consolette, Model L30TSS9PW1AN
5. Manufacturer ID #	761CTX0034
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Wendy Coco

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1550
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/28/2022 12:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Medical Services
Receiving Department Contact Person:	Mike Knipstein
Receiving Dept. Contact Ph#:	512-943-1224
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Mike Knipstein
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Mike Knipstein 11/28/2022 12:10 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/10/2023
Agenda Item:	30778

Commissioners Court - Regular Session **15.**

Meeting Date: 01/10/2023

Sale at Auction of Capital Assets Greater than 5K

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 Capital Assets with a value greater than 5K through Auction, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Capital Assets for Auction

Capital Assets for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:25 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:46 AM
Form Started By: Mary Watson		Started On: 12/28/2022 09:05 AM
Final Approval Date: 01/05/2023		

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 28-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Hannay Reels Supplied Air Hose Reel
1. Manufacturer ID #:	Model # FLAT 1200, Serial # 2447196
1. Oracle Asset #:	130318
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Hannay Reels Supplied Air Hose Reel
2. Manufacturer ID #:	Model # FLAT 1200, Serial # 2447197
2. Oracle Asset #:	130319
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Hannay Reels Supplied Air Hose Reel
3. Manufacturer ID #:	Model # FLAT 1200, Serial # 2174682
3. Oracle Asset #:	62305
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Hannay Reels Supplied Air Hose Reel
4. Manufacturer ID #:	Model # FLAT 1200, Serial # 2174683
4. Oracle Asset #:	62306
4. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 12/13/2022 11:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30798

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|david.cella@wilco.org - 28-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Air Systems International Air Cart
1. Manufacturer ID #:	Model # EAC-97HNB, Serial # 75621
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Air Systens International Air Cart
2. Manufacturer ID #:	Model # MP-2300ENB, Serial # 51721
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 12/13/2022 11:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/10/2023
Agenda Item:	30798

Asset Status Change

Commissioners Court - Regular Session **16.**

Meeting Date: 01/10/2023

Donation acceptance of $200 by Veteran

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

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a $200 donation made by a Veteran to support other Veterans during the holidays.

Background

Donation of $200 was given by a Veteran who would like to remain anonymous, in support of other Veterans during the holidays.

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	01/05/2023 10:55 AM
Form Started By: Juan Amaya		Started On: 01/05/2023 10:48 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **17.**

Meeting Date: 01/10/2023

County Attorney November 2022 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/27/2022 03:46 PM
Form Started By: Stephanie Lloyd		Started On: 12/22/2022 04:26 PM
Final Approval Date: 12/27/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of November, 2022.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 22nd day of December, 2022, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

NOTARY PUBLIC
In and for the State of Texas

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	07-Nov-2022	32072	2020-0392 2021-0505	$ 1,429.00
			09-Nov-2022	32080	2019-4112 2021-1426 2022-0864	$ 2,275.00
			14-Nov-2022	32101	2020-1169	$ 60.00
			15-Nov-2022	32106	2021-3398 2022-2071	$ 2,669.58
			22-Nov-2022	32136	2022-1527 2022-1881 2022-2913	$ 170.00
			30-Nov-2022	32162	2021-4091	$ 60.00
		CO ATTY 2	03-Nov-2022	32062	2021-3802	$ 500.00
207015 Total						**$ 7,163.58**
341300	0406	CO ATTY HC FEES	03-Nov-2022	32062	HOT CHECK FEES-OCTOBER 2022	$ 80.00
341300 Total						**$ 80.00**
351000	0364	CO ATTY INTERVENTION	03-Nov-2022	32062	2021-0190 2021-0369 2021-1092 2021-1719 2021-2093 2021-2634 2021-3330 2021-3470 2022-0376	$ 3,940.00
			10-Nov-2022	32091	2021-0323 2022-0107 2022-0544	$ 1,500.00
			15-Nov-2022	32106	2020-1169 2021-0251 2021-0642 2021-3906 2021-4184 2022-0360 2022-0728 2022-1777	$ 3,860.00
			16-Nov-2022	32112	2021-3156 2021-3797 2021-4152 2022-0251 2022-0658 2022-1048	$ 3,000.00
			21-Nov-2022	32130	2020-3335 2021-3992 2022-0567 2022-1027 2022-1236 2022-1881	$ 2,860.00
			22-Nov-2022	32136	2018-6995 2021-0281	$ 720.00
			23-Nov-2022	32141	2021-1183 2021-3325 2022-0451 2022-0900 2022-1511	$ 2,080.00
			29-Nov-2022	32154	2020-2887 2021-0736 2021-2083 2021-3545 2021-4091 2022-0554	$ 2,720.00
			30-Nov-2022	32162	2021-3049 2022-0397 2022-0485 2022-0587	$ 2,000.00
		CO ATTY INTERVENTION 1	07-Nov-2022	32072	2021-1189 2021-2814 2021-4082 2022-0660 2022-1046	$ 2,220.00
		CO ATTY INTERVENTION 2	07-Nov-2022	32072	2019-4112 2020-0383 2021-2123	$ 1,360.00
351000 Total						**$ 26,260.00**
352200	0100	CO ATTY	10-Nov-2022	32091	22-0503-CC3 22-0649-CC1 22-0518-CC3 22-1298-CC1 22-0512-CC1 22-0458-CC3 22-0457-CC3	$ 12,800.00
			28-Nov-2022	32147	22-0374-CC1 22-0390-CC2 22-0395-CC1 11-0386-CC3	$ 7,600.00
352200 Total						**$ 20,400.00**
370500	0100	CO ATTY	29-Nov-2022	32154	2022-979-PIA	$ 540.00
370500 Total						**$ 540.00**
Grand Total						**$ 54,443.58**

Criminal Restitution November 2022

Date	Payor	Amount	Case #	Deposit Date
10/31/2022	Travis William Morton	$ 500.00	2021-3802	11/1/2022
		$ 500.00		
Date	Payor	Amount	Case #	Deposit Date
11/2/2022	Monte Dontrell Wade	$ 129.00	2020-0392	11/3/2022
11/2/2022	David John McGowen	$ 1,300.00	2021-0505	11/3/2022
		$ 1,429.00		
Date	Payor	Amount	Case #	Deposit Date
11/3/2022	Laurel McKenna Matthews	$ 60.00	2019-4112	11/8/2022
11/3/2022	Patrick D Murphy	$ 2,050.00	2021-1426	11/8/2022
11/3/2022	Spencer Catoire	$ 165.00	2022-0864	11/8/2022
		$ 2,275.00		
Date	Payor	Amount	Case #	Deposit Date
11/9/2022	John Edward Ferguson	$ 60.00	2020-1169	11/10/2022
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
11/10/2022	Ian Spencer Kidd	$ 250.00	2021-3398	11/15/2022
11/14/2022	Jordan Cabrera Urbina	$ 2,419.58	2022-2071	11/15/2022
		$ 2,669.58		
Date	Payor	Amount	Case #	Deposit Date
11/18/2022	Biniyam Waleign Adal	$ 60.00	2022-1527	11/22/2022
11/21/2022	Ana B Ortega	$ 60.00	2022-1881	11/22/2022
11/17/2022	Ashton Cole Johnson	$ 50.00	2022-2913	11/22/2022
		$ 170.00		
Date	Payor	Amount	Case #	Deposit Date
11/23/2022	William Culver Hinkle	$ 60.00	2021-4091	11/29/2022
		$ 60.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **10/01/2022 - 10/31/2022** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary						
Code Word	**Description**	**(+) Collection Amount**	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
CHKFEE	Check Fee	80.00	0.00	0.00	0.00	80.00

	(+) Collection Amount	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
Disbursement Summary Totals	80.00	0.00	0.00	0.00	80.00

Disbursement Detail

Check ID Number	**Defendant**	**Code**	**(+) Collection Amount**	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
17-00472	Williams, Ashley (PID #: 1489348)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00078	WALTERS, NATALEE (PID #: 1683906)	CHKFEE	50.00	0.00	0.00	0.00	50.00
Totals:			**80.00**	**0.00**	**0.00**	**0.00**	**80.00**

PTI Fees November 2022

date	payor	amount	control #	deposit date
11/1/2022	Alan Aceves	$ 360.00	2021-0190	11/2/2022
11/1/2022	Marcos Cabrera-Mendez	$ 500.00	2021-0369	11/2/2022
11/1/2022	Lila Katherine Simmons	$ 360.00	2021-1092	11/2/2022
11/1/2022	Amy Nicole Tarry	$ 500.00	2021-1719	11/2/2022
11/1/2022	Nathan Mark Peavy	$ 500.00	2021-2093	11/2/2022
10/31/2022	Nicholas Scott Baizer	$ 500.00	2021-2634	11/2/2022
11/1/2022	Humberto Mujica-Morales	$ 360.00	2021-3330	11/2/2022
11/1/2022	Joshua Ryan Brittain	$ 500.00	2021-3470	11/2/2022
10/31/2022	Cathy Patrice Bellmer	$ 360.00	2022-0376	11/2/2022
		$ 3,940.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/3/2022	Kelly James Weixel	$ 500.00	2021-1189	11/4/2022
11/2/2022	Osvaldo Giovani Martinez-Vasquez	$ 500.00	2021-2814	11/4/2022
11/3/2022	Brandon Michael Foust	$ 500.00	2021-4082	11/4/2022
11/2/2022	Logan Hope Blissit	$ 360.00	2022-0660	11/4/2022
11/3/2022	Samuel Garcia Reynoso	$ 360.00	2022-1046	11/4/2022
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/5/2022	Laurel McKenna Matthews	$ 500.00	2019-4112	11/7/2022
11/4/2022	Justin Mark Chitwood	$ 360.00	2020-0383	11/7/2022
11/5/2022	Amy Michelle Derrett	$ 500.00	2021-2123	11/7/2022
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/8/2022	Audrey Inez Pratt	$ 500.00	2021-0323	11/9/2022
11/7/2022	Don Roy Williams	$ 500.00	2022-0107	11/9/2022
11/7/2022	Katherine Grace Rose	$ 500.00	2022-0544	11/9/2022
		$ 1,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/9/2022	John Edward Ferguson	$ 500.00	2020-1169	11/14/2022
11/9/2022	Drew Stephen Don Bonillas	$ 500.00	2021-0251	11/14/2022
11/10/2022	Reagan Andrew Woods	$ 500.00	2021-0642	11/14/2022
11/9/2022	Mason Lane Hernandez	$ 500.00	2021-3906	11/14/2022
11/9/2022	Colin Ray Myers	$ 360.00	2021-4184	11/14/2022
11/11/2022	Kristin Marie Pauley	$ 500.00	2022-0360	11/14/2022
11/10/2022	Beverly Ann Ketchum	$ 500.00	2022-0728	11/14/2022
11/10/2022	Fernando Jimeniez, Jr	$ 500.00	2022-1777	11/14/2022
		$ 3,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/14/2022	Christopher William Morrow	$ 500.00	2021-3156	11/16/2022
11/15/2022	Dylan Anthony Meyer	$ 500.00	2021-3797	11/16/2022
11/14/2022	Janet Marie Sharp	$ 500.00	2021-4152	11/16/2022
11/15/2022	Maria Belinda Hinojosa	$ 500.00	2022-0251	11/16/2022

11/14/2022	Denise Kethy Cannon	$ 500.00	2022-0658	11/16/2022
11/15/2022	McKenna Caprice Cleveland	$ 500.00	2022-1048	11/16/2022
		$ 3,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/17/2022	Maria Suzanne Metzger	$ 360.00	2020-3335	11/18/2022
11/17/2022	Angelica Olivia Kozak	$ 500.00	2021-3992	11/18/2022
11/17/2022	Francisco Jaiver Gutierrez	$ 500.00	2022-0567	11/18/2022
11/16/2022	Ann Marie Hunter	$ 500.00	2022-1027	11/18/2022
11/16/2022	Michael Austin Maxwell	$ 500.00	2022-1236	11/18/2022
11/17/2022	Ana B Ortega	$ 500.00	2022-1881	11/18/2022
		$ 2,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/20/2022	Najai Latrice Winters	$ 360.00	2018-6995	11/21/2022
11/18/2022	Bailie Renea Rogouski	$ 360.00	2021-0281	11/21/2022
		$ 720.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/22/2022	Bonny Jo Reighard	$ 500.00	2021-1183	11/23/2022
11/22/2022	Cristian O'Campo	$ 360.00	2021-3325	11/23/2022
11/22/2022	James Cole McFarland	$ 500.00	2022-0451	11/23/2022
11/22/2022	Agnira Kusari	$ 360.00	2022-0900	11/23/2022
11/22/2022	Michael Vincent Markland	$ 360.00	2022-1511	11/23/2022
		$ 2,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/23/2022	Donny Roland Barker	$ 500.00	2020-2887	11/28/2022
11/23/2022	Valerie Frausto	$ 360.00	2021-0736	11/28/2022
11/23/2022	Quintoria Deveria Kelly	$ 500.00	2021-2083	11/28/2022
11/23/2022	Julio Frausto, Jr	$ 500.00	2021-3545	11/28/2022
11/23/2022	William Culver Hinkle	$ 500.00	2021-4091	11/28/2022
11/25/2022	Alyssah Jayce Knight	$ 360.00	2022-0554	11/28/2022
		$ 2,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/29/2022	Jaime Perez Sosa	$ 500.00	2021-3049	11/30/2022
11/28/2022	Hugo Vega-Figeroa	$ 500.00	2022-0397	11/30/2022
11/29/2022	Kinsley Ikemba	$ 500.00	2022-0485	11/30/2022
11/28/2022	Pedro Angel Vasquez-Pacheco	$ 500.00	2022-0587	11/30/2022
		$ 2,000.00		

Commissioners Court - Regular Session **18.**

Meeting Date: 01/10/2023

2022 Racial Profiling Report & Analysis - PCT 2 Constable

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the 2022 Racial Profiling Report and Analysis submitted by the Precinct 2 Constables Office.

Background

In accordance with the Texas Code of Criminal Procedure Article 2.131 – 2.138. Chief administrators of law enforcement agencies must submit annual racial profiling reports to their governing body, as well as to TCOLE. The 2022 Racial Profiling Report and Analysis for the Precinct 2 Constables Office is hereby submitted to the Williamson County Commissioners Court as required by statute.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2023 08:38 AM
Form Started By: Willaim Beechinor		Started On: 01/04/2023 04:25 PM
Final Approval Date: 01/06/2023		

Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 2
Reporting Date: 01/04/2023
TCOLE Agency Number: 491102

Chief Administrator: JEFFREY D. ANDERSON

Agency Contact Information:
Phone: (512) 260-4270
Email: jeff.anderson@wilco.org

Mailing Address:
350 DISCOVERY BLVD SUITE205
CEDAR PARK, TX 78613

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 2 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 2 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Jeffrey D. Anderson
Constable

Date: 01/04/2023

Total stops: 49

Street address or approximate location of the stop	
City street	34
US highway	1
County road	4
State highway	10
Private property or other	0
Was race or ethnicity known prior to stop?	
Yes	2
No	47
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	44
Hispanic / Latino	3
Gender	
Female	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	10
Hispanic / Latino	1
Male	38
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	34
Hispanic / Latino	2
Reason for stop?	
Violation of law	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	15

Hispanic / Latino	0
Preexisting knowledge	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Moving traffic violation	**25**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	21
Hispanic / Latino	3
Vehicle traffic violation	**6**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	0

Was a search conducted?

Yes	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
No	**47**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	42
Hispanic / Latino	3

Reason for Search?

Consent	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**2**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	2	Yes 1	No 1
Hispanic / Latino	0	Yes 0	No 0
No	**0**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	**27**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	23
Hispanic / Latino	3
Written warning	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Citation	**15**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	15
Hispanic / Latino	0
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0

Arrest based on	
Violation of Penal Code	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	2
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**49**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	2
White	44
Hispanic / Latino	3

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

WILLIAMSON CO. CONST. PCT. 2

01. Total Traffic Stops:	49	
02. Location of Stop:		
a. City Street	34	69.39%
b. US Highway	1	2.04%
c. County Road	4	8.16%
d. State Highway	10	20.41%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	47	95.92%
b. YES	2	4.08%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	0	0.00%
c. Black	2	4.08%
d. White	44	89.80%
e. Hispanic/ Latino	3	6.12%
05. Gender:		
a. Female	11	22.45%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	10	20.41%
v. Hispanic/ Latino	1	2.04%
b. Male	38	77.55%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	4.08%
iv. White	34	69.39%
v. Hispanic/ Latino	2	4.08%
06. Reason for Stop:		
a. Violation of Law	15	30.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	15	100.00%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	3	6.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	100.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	25	51.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	4.00%
iv. White	21	84.00%
v. Hispanic/ Latino	3	12.00%
d. Vehicle Traffic Violation	6	12.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	5	83.33%
v. Hispanic/ Latino	0	0.00%
07. Was a Search Conducted:		
a. NO	47	95.92%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	4.26%
iv. White	42	89.36%
v. Hispanic/ Latino	3	6.38%
b. YES	2	4.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	1	2.04%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	1	2.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

09. Was Contraband Discovered:		
YES	2	4.08%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	2	100.00%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	1	
v. Hispanic/ Latino	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

10. Description of Contraband:		
a. Drugs	2	4.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	27	55.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.70%
iv. White	23	85.19%
v. Hispanic/ Latino	3	11.11%
b. Written Warning	4	8.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	0	0.00%
c. Citation	15	30.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	15	100.00%
v. Hispanic/ Latino	0	0.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	3	6.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	100.00%
v. Hispanic/ Latino	0	0.00%
12. Arrest Based On:		
a. Violation of Penal Code	2	4.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	2.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	49	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.08%
iii. Black	2	4.08%
iv. White	44	89.80%
v. Hispanic/ Latino	3	6.12%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/04/2023

Commissioners Court - Regular Session **19.**

Meeting Date: 01/10/2023

Confirmation of Deputy Appointment for Constable Pct 4

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on confirming the appointment of Armando Villescaz as a Pct 4 Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

Background

Mr. Villescaz has been selected to fill the open position of Deputy Constable after having successfully completed an extensive background investigation and interview process. Mr. Villescaz is currently a licensed Texas Peace Officer and holds an Advanced Peace Officer certification from the Texas Commission on Law Enforcement.

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	12/27/2022 03:46 PM
Form Started By: Brian Olson		Started On: 12/21/2022 02:51 PM
Final Approval Date: 12/27/2022		

Commissioners Court - Regular Session **20.**

Meeting Date: 01/10/2023

the appointment of Mike Adams to the Jarrell Emergency Services District (ESD) #5 Board of Directors

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 the appointment of Mike Adams to the Jarrell, Emergency Services District (ESD) #5 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 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	01/04/2023 10:57 AM
Form Started By: Kelley Hernandez		Started On: 12/28/2022 10:05 AM
Final Approval Date: 01/04/2023		

Commissioners Court - Regular Session **21.**

Meeting Date: 01/10/2023

Continuing Education

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

Background

Pursuant to Section 6.231(d) which requires the Tax Assessor/Collector to file annually a continuing education certificate
of completion with the Commissioners' Court of the county in which the county Assessor/Collector holds office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cont. Ed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2022 11:51 AM
Form Started By: Mary Greenway		Started On: 12/28/2022 09:22 AM
Final Approval Date: 12/29/2022		

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/2/2022 - 1/1/2023

Hon. Larry Gaddes, PCAC, CTA
Tax Assessor-Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 231060
Phone: (512) 943-1954
Fax: (512) 943-3263
Enrolled Date: 01/02/2017

Date	Description	Earned Hours
01/02/2022	Excess hours carried from 2022	10.00
03/23/2022	Cybersecurity	1.00
03/24/2022	TAAO Spring Educational Meeting	2.50
04/27/2022	Bluebonnet Regional Meeting	5.50
04/27/2022	Title Fraud Training	2.00
06/16/2022	88th Annual Tax Assessor-Collectors Association Conference	11.25
06/16/2022	Special Inventory Taxation	2.00
07/20/2022	Texas Public Funds Investment	10.00
08/26/2022	2022 TAC Legislative Conference	9.50
12/01/2022	2022 VG Young School for Tax Assessor-Collectors	11.00
	Total Hours for Year:	64.75

You have met your education requirements for the period 01/02/2022 - 01/01/2023.

You may carry forward to the next reporting period 10.00 hours.

Texas Property Tax Code § 6.231
(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 12/27/2022

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

Commissioners Court - Regular Session **22.**

Meeting Date: 01/10/2023

Approval of Agreement for PetPoint Enterprise Advantage Subscription with Pethealth Services (USA) Inc. for Animal Shelter

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #202375 between Williamson County and Pethealth Services (USA) Inc. for PetPoint Enterprise Advantage Subscription in the amount of $2,500.00 and authorizing the execution of the agreement.

Background

The Williamson County Regional Animal Shelter has used PetPoint database service since 2009. Approval of this agreement is needed due to some features the vendor added. Petpoint is a computer software for use by animal welfare organizations to manage and organize the intake, treatment and placement of lost or abandoned animals. The Enterprise Advantage Subscription provides phone and chat support for the system for unlimited users. Legal, Contract Audit, Auditor's Office and IT have all approved this agreement. This purchase was approved for the FY23 budget. Budget line item is 01.0545.0545.004505. Department point of contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PetPoint agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:00 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:02 AM
Form Started By: Misty Brooks		Started On: 12/13/2022 11:42 AM
Final Approval Date: 01/05/2023		

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PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this "**Agreement**") is made and entered into as of January 10, 2023, (the "**Effective Date**") by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 310 Rolling Meadows, IL 60008 ("**Pethealth**")	-and-	Williamson County, a political subdivision of the State of Texas 1855 Inner Loop SE Georgetown, TX 78626 (the "**Client**")

This Agreement governs the relationship between Pethealth and the Client and is entered into for Pethealth to provide the Client with access to software and services on an application service provider ("**ASP**") basis, pursuant to the terms and conditions described in this Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Parties agree as follows:

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below.

Additional Services:	Means any services provided by Pethealth to the Client for an additional fee pursuant to this Agreement, including but not limited to database conversion, training, support and custom development additions.
Affiliate:	Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.
Application:	Means the general production version of the PetPoint Shelter Data Management Software, including all updates, improvements and enhancements.
ASP:	Means application service provider and refers to Pethealth.
ASP Service(s):	Means any service(s) in relation to the Application provided by Pethealth to the Client pursuant to this Agreement.
Client:	Means the entity named and entering into this Agreement with Pethealth.
Client's Data:	Means the data entered into the Application by the Client.
Communications:	Has the meaning given in Schedule C.
Confidential Information:	Refers to the information the Parties may disclose or make available to one another in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement, unless prohibited by law; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data. Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party's possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party's Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.
Consenting Parties:	Has the meaning given in Schedule C.

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Fee:	Refers to any payments made by the Client to Pethealth in connection with this Agreement including, but not limited to, the Application onboarding fee and Additional Services fee(s).
Force Majeure:	Means a cause or event that is not reasonably foreseeable or not otherwise caused by or under the control of Pethealth including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.
Go-Live	Means the date the Client begins daily use of the Application.
Offer:	Has meaning given in Schedule B.
Party, Parties:	"Party" means either Pethealth or the Client, as applicable. "Parties" refers to Pethealth and the Client collectively.
Personnel:	Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers of each Party and their Affiliates, as applicable.
Pethealth:	Means Pethealth Services (USA) Inc., the Application Service Provider, an Illinois Corporation.
Pethealth Advantage Program:	Has the meaning given in Schedule B.
Proprietary Information:	Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of Pethealth or its subsidiaries and Affiliates and its relevant licensors.
Trial:	Has the meaning given in Schedule B.

2. CLIENT'S USE OF THE APPLICATION

2.1. **Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pethealth grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client's data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP or made generally available by Pethealth.

2.2. **Terms of Use.** The Client will not (a) make any ASP Service or content available to, or use any ASP Service or content for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any ASP Service or content, or include any ASP Service or content in an ASP Service bureau or outsourcing offering, (c) use an ASP Service or third party application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use an ASP Service or third party application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any ASP Service or third party data contained therein, (f) attempt to gain unauthorized access to any ASP Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any ASP Service or content in a way that circumvents a contractual usage limit, or use any of Pethealth's ASP Services to access or use any of Pethealth's intellectual property except as permitted under this Agreement, (h) copy an ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted, (j) frame or mirror any part of any ASP Service or content, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) access any ASP Service or content in order to build a competitive product or Service or to benchmark with a third party product or ASP service, or (l) reverse engineer any ASP Service (to the extent such restriction is permitted by law). Any use of the ASP Services in breach of this Agreement by the Client that in Pethealth's judgment threatens the security, integrity or availability of Pethealth's ASP Services, may result in Pethealth's immediate suspension of the ASP Services, however, Pethealth will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.3. **No Retained Rights.** The Client understands and agrees that their right to use the Application is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application).

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2.4. **Pethealth Service Levels and Support.** Pethealth will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Pethealth shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure event. Upon request, Pethealth will provide to the Client a complete duplicate of the Client's Data in SQL format on a monthly basis.

3. THIRD PARTY PROVIDERS

3.1. **Third Party Services.** Pethealth or third parties may make available third party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third party provider, product or service is solely between the Client and the applicable third party provider. Pethealth does not warrant or support third party products or services, whether or not they are designated by Pethealth as "certified" or otherwise, unless expressly provided otherwise.

3.2. **Data.** If the Client chooses to use a third party application with an ASP Service, the Client grants Pethealth permission to allow the third party application and its provider to access the Client's Data as required for the interoperation of that third party application with the ASP Service. Pethealth is not responsible for any disclosure, modification or deletion of the Client's Data resulting from access by such third party application or its provider.

3.3. **Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third party applications from its providers, and may be required to grant Pethealth access to the Client's account(s) on such third party applications. Pethealth cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding service features in a manner acceptable to Pethealth.

4. PETHEALTH ADVANTAGE PROGRAM

4.1. The Client shall have the option to participate in the Pethealth Advantage Program as specified in Schedule B.

5. FEES AND PAYMENT

5.1. **Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.

5.2. **Fees.** The Client shall pay Pethealth for all fees specified in Schedule A. Except as otherwise specified: (a) fees are based on the Application and the ASP Services purchased and not actual usage and (b) payment obligations are non-cancellable and fees paid are non-refundable.

5.3. **Invoicing and Payment.** The Client will provide Pethealth with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Pethealth. If the Client provides credit card information to Pethealth, the Client authorizes Pethealth to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in Schedule D. If the Client specifies that payment will be by a method other than a credit card, Pethealth will invoice the Client in advance and otherwise in accordance with the agreed payment method. Unless otherwise stated, invoiced charges are due net thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Pethealth and notifying Pethealth of any changes to such information.

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

5.5. **Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for Pethealth services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized Pethealth to charge to its credit card), Pethealth may, without limiting Pethealth's other rights and remedies, accelerate the Client's unpaid fee obligations

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under such agreements so that all such obligations become immediately due and payable, and suspend Pethealth's services to the Client until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, Pethealth will give the Client at least ten (10) days' prior notice that the Client's account is overdue before suspending services to the Client.

5.6. **Taxes.** The Client shall be responsible for any applicable sales, use, excise, value added, services, consumption or other tax that is assessed on the grant of the right to use the Application or any part of the provision of ASP Services or on any payments due to Pethealth under this Agreement.

6. PROPRIETARY RIGHTS

6.1. **Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of Pethealth are and will at all times remain the sole and exclusive property of Pethealth or its licensors.

6.2. **Client's Data.** The Client shall retain sole ownership of all the Client's Data. Pethealth shall have the sole and exclusive right to use the Client's Data for the purpose of promoting, marketing and soliciting enrollment in Pethealth Inc. products and services, including, but not limited to, microchip, on-line adoptable pet promotion services and insurance products and services. In addition, the Client acknowledges that Pethealth may use the Client's Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client or their operations. The Client agrees that such use by Pethealth shall not constitute a breach of the confidentiality provisions of this Agreement.

7. CONFIDENTIALITY

7.1. **Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and will take all reasonable precautions to ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.

7.2. **General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and agents. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the counterparty by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, Pethealth shall not be required to purge its computer archives. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

8. PUBLICITY

8.1. **Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:

a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements, unless prohibited by law;

b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or

c) Use or display the name or mark(s) of the other Party.

8.2. **Exception.** Notwithstanding the foregoing, the Parties agree that either Party may display the name and marks of the other Party and it's Affiliates in its facilities (including any affiliate facilities and/or affiliate branches or clinics) and on their website for the purpose of the Pethealth Advantage Program.

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9. WARRANTIES AND DISCLAIMERS

9.1. The Application is provided on an "as is, where is" basis, without any representation or warranty or condition of any kind under applicable law. Pethealth disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

10. MUTUAL INDEMNIFICATION

10.1. **Indemnification by Pethealth.** Pethealth shall indemnify and hold the Client harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.

10.2. **Indemnification by the Client.** The Client shall indemnify and hold Pethealth harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by Pethealth as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client's use of the Application and the ASP Services, or (b) ownership or rights in any data received by Pethealth from the Client or any information derived therefrom.

10.3. **Interpretation.** For the purposes of this Section 10, references to each Party shall include each Party's respective Personnel.

10.4. **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 Client's rights.

11. LIMITATION OF LIABILITY

11.1. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT AND THEIR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT'S AND THEIR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

12.2. **Termination for Cause.** Either Party may terminate this Agreement for cause:

a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or

b) Upon thirty (30) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.3. **Termination for Convenience.** Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.

12.4. **Refund or Payment upon Termination.** If this Agreement is terminated by the Client in accordance with Section 12.2, Pethealth will refund the Client any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is

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terminated by Pethealth in accordance with Section 12.2 the Client will pay any unpaid fees covering the remainder of the term. In no event will termination under Sections 12.2 or 12.3 relieve the Client of its obligation to pay any fees payable to Pethealth for the period prior to the effective date of termination.

12.5. **Data Portability.** After the termination of this Agreement, Pethealth will immediately shut off the Client's access to the Application. Upon request, Pethealth will provide the Client with a complete duplicate of the Client's Data.

13. CONSENT TO CONTACT AND EXEMPTION UNDER TEXAS HOUSE BILL 2828 ("HB2828")

13.1. Pursuant to Section 552.1177 subsection (b) Pethealth is exempt whereby governmental entities can provide Pethealth with an adopter's personally-identifying information as the services provided by Pethealth relating to microchip registration pertain to public health and safety, as the services provided allow for the prompt rehoming of stray animals.

Pethealth shall maintain the confidentiality of the information provided as specified in Schedule B, and shall not disclose the information or use the information for any purpose that does not relate to the services that are offered relating to the protection of public health and safety.

13.2 If the Client elects to participate in the Pethealth Advantage Program as specified in Section 4.1 and Schedule B, then the Client shall also cooperate with Pethealth to collect and record the consent of third-parties to receive further communications from Pethealth and its Affiliates, as specified in Schedule C.

14. RIGHT TO AUDIT

14.1. Pethealth 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 Pethealth which are directly pertinent to the services to be performed to the Client under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Pethealth agrees that Client shall have access during normal working hours to all necessary Pethealth 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 Pethealth reasonable advance notice of intended audits.

15. GENERAL

15.1. **Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

15.2. **Amendments.** This Agreement may not be amended except by the written agreement of the Parties substantially in the form attached as Schedule E. The terms and conditions outlined in the Schedules are subject to change and Pethealth will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application and abidance of the revised terms and conditions after thirty (30) days means that the Client has accepted the revised terms and conditions.

15.3. **Assignment.** This Agreement may not be assigned by the Client without the prior written consent of Pethealth and any alleged assignments by the Client without Pethealth's prior written consent will be null and void. This Agreement will be binding on and exist to the benefit of both Parties, including their respective successors and permitted assigns.

15.4. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of Williamson County, the State of Texas and the applicable laws of the United States of America without regard to the conflicts of law principles.

15.5. **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.

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

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15.7. **Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

15.8. **Entire Agreement.** The entire relationship between Pethealth and the Client is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.

15.9. **Survival.** The obligations imposed by Sections 6, 7, 9, 10, 11, 12.4, 12.5 and 15 will remain in force after the termination of this Agreement.

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By signing this Agreement, both Parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc

Address:
3315 Algonquin Road Suite 300
Rolling Meadows, IL 60008

Telephone:
1-866-600-4815

Email:
info@PetPoint.com

Name of Signer:
Michelle Cole

Signer's Title:
Chief Marketing and Sales Officer

Signature:
DocuSigned by:
Michelle Cole
C3618D8C84F1473...

Signer's Telephone:
1-866-630-7387 ext.

Signer's Email:

Date:
26 December 2022 | 8:57 AM EST

CLIENT:
Williamson County Regional Animal Shelter

Billing Address:
1855 SE Inner Loop
Georgetown, Texas 78626

Telephone:
512-943-3322

Billing Email:
lgunter@wilco.org

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:

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SCHEDULE A – Fees and Pricing

1. **PetPoint Annual Subscription Fee:** The Client shall choose one (1) of the annual software subscription options and pay Pethealth the subscription fee as outlined below on an annual basis. The PetPoint Annual Software Subscription fee shall be due on the first day of each contract year. A quarterly payment option is available.
2.

PetPoint Professional:

a) With Phone and Chat Support - $9,000

PetPoint Professional – Advantage Program:

a) Online Support - $0.00
b) Phone and Chat Support – $1,000

PetPoint Enterprise (Builders and Constituent Services not included):

a) Phone and Chat Support - $10,000

PetPoint Enterprise (Builders and Constituent Services not included) – Advantage Program:

a) Phone and Chat Support - $2,500

2. Subscription Includes:

PetPoint Professional:

a) One application and database instance of PetPoint Professional.
b) Hosting and file storage on Microsoft Azure

PetPoint Enterprise:

a) One application and database instance of PetPoint Enterprise.
b) Hosting and file storage on Microsoft Azure
c) Advanced Productivity Suite

3. Onboarding Fee: A one-time onboarding fee shall be paid by the Client to Pethealth at the commencement of this Agreement as outlined in Schedule D.

Included in the onboarding fee:

a) Computer-based learning courses (20+ hours of available courses as required).
b) Project managed by Engagement Team Member consisting of regular check-ins throughout the self-guided onboarding.
c) Online web form support during business hours*.

*Monday through Friday 9:00 a.m. to 6:00 p.m. eastern time, except for Pethealth observed holidays.

4. Additional Services: Additional Services shall be offered and priced by a separate Statement of Work. These services may include, but are not limited to data conversion, custom development, configuration, report building and end user training.

5. Pet Licensing Fee (applicable to Clients with Constituent Services): The Client accepts that there will be a fee, as outlined below, for each pet license issued by the Client via PetPoint Application's online licensing. Beginning in year two (2), the Client shall receive an invoice at the commencement of each contract year for all licenses issued during the previous contract year. The Client shall pay Pethealth any invoice charges in accordance with Section 5.3 of this Agreement.

Number of Pet Licenses Issued:	1 – 50,000	50,001 – 100,000	>100,000
License Fee:	$0.75 per license	$0.50 per license	$0.25 per license

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SCHEDULE B – Pethealth Advantage Program

By initialing below and on Schedule C, the Client agrees to the following terms and conditions outlined in this Schedule B and Schedule C regarding the usage and promotion of Pethealth microchips, lost pet recovery services, email offerings and adoptable pet promotion (collectively, the "**Pethealth Advantage Program"**).

1. Pethealth Advantage Program:

a) The Client shall exclusively purchase, use, recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) in their facilities (including any affiliate facilities, branches or clinics under the Client's control) for the implantation and identification of all canine and feline companion animals, as specified below.
b) The Client shall implant **all** canine and feline companion animals offered for adoption with a Pethealth microchip, unless such animal is already microchipped at time of intake. The Client shall also exclusively use Pethealth microchips for any implantation and identification of canine and feline companion animals in the communities serviced by the Client.
c) The Client shall register all microchips, regardless of brand, in the Pethealth microchip lost pet recovery program via the Application, including a valid email address and phone number from the owner or adopter, within 48 hours of receiving such information.
    a. Pethealth reserves the right to charge a fee of $4.85 for each non-Pethealth microchip registered if the Client discontinues their participation in the Pethealth Advantage Program.
d) The Client shall recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) to its affiliate facilities, branches, clinics, partners, including vendors, suppliers and other members of the animal welfare industry.
e) The Client shall not purchase, recommend or promote any competitor's microchip or lost pet recovery program in their facilities (including any affiliate facilities, branches or clinics under the Client's control). Notwithstanding the foregoing, the Client shall not be required to implant a Pethealth microchip into canine and feline companion animals that have already been microchipped.
f) The Client shall begin using Pethealth microchips within 30 days following the Effective Date of this Agreement.

2. Pethealth Email Offerings:

a) The Client must inform adopters of the email offerings brought to you by Pethealth, Pethealth Subsidiaries and/or our Parent companies along with the possibility of third parties, effective on the day of the Clients go live of their software.
    a. From time to time we may change what offers are provided to your adopters, but prior to making those changes Pethealth will communicate what those offerings will be 90 days in advance in writing.
b) The Client must collect consent, as per Schedule C, in order for the adopter to receive the email offers.

3. Adoptable Pet Promotion:

a) The Client shall post pets available for adoption on their website(s) using the PetPoint Adoptable Search API, which is provided as part of the Application. If the Client does not have a website, then the Client shall setup and maintain a homepage on Petango (www.petango.com) from within the Application.
b) The Client agrees that the format used to display animal data using the PetPoint Adoptable Search API and/or Petango cannot be altered by the Client. Pethealth may alter, change or modify the PetPoint Adoptable Search API, Petango and any related websites without prior notification. The Client acknowledges that the format used to display the animal data is owned by Pethealth and as such may contain messaging by Pethealth or third-parties authorized by Pethealth.
c) The Client shall include on its website a hyperlink to the 24PetWatch website.
d) The Client shall inform Pethealth of marketing opportunities, including through the Client's shelter or rescue group, as applicable.
e) The Client shall allow Pethealth to use the Client's name and logo in Pethealth marketing materials.
f) The Client shall begin using the PetPoint Adoptable Search Module and/or homepage on Petango on the day of go live.

CLIENT AGREES TO PARTICIPATE: YES X_ NO ____

DocuSign Envelope ID: 767E0605-3DCE-4543-B2D7-15405C27CB90

SCHEDULE C – Collection of Consent

The Client or its Personnel shall inform all adopters and any pet owner where a microchip has been implanted of the exemption of Pethealth under Section 552.1177 Subsection (b) of the *Texas Public Information Act* as set out in 13.1 of the Agreement, and shall solicit the consent of all adopters and any pet owner where a microchip has been implanted (the "**Consenting Parties**") to receive communications from Pethealth Inc. or its subsidiaries (the "**Communications"**).

In such instances, the Client agrees that:

a) The Client or its Personnel shall solicit each Consenting Party's express consent to receive the Communications.
b) In soliciting the consent described above, the Client or its Personnel shall ensure that:
    i. the Consenting Party has been informed of the exemption under Section 552.117, Subsection (b),
    ii. the form of consent requires each Consenting Party to "opt-in" to (rather than "opt-out" of) providing its consent; and
    iii. each Consenting Party has an opportunity to decline or revoke its consent.
c) The Client will record each Consenting Party's consent (or lack thereof) in the Application in the appropriate consent fields.
d) The Client shall maintain any written or recorded evidence of each Consenting Party's consent (or lack thereof) and deliver such evidence to Pethealth immediately upon request.
e) At all times, the Parties shall treat all records and evidence of each Consenting Party's consent (or lack thereof) as Confidential Information.
f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party's consent (or lack thereof) as described in this Schedule C.
g) The Client shall adopt any other practices as requested by Pethealth to comply with applicable law (including, but not limited to, any applicable anti-spam legislation) in respect of the activities described in this Schedule C.

[Remainder of page is intentionally left blank.]

CLIENT AGREES TO PARTICIPATE: YES X_ NO ____

DocuSign Envelope ID: 767E0605-3DCE-4543-B2D7-15405C27CB90

SCHEDULE D – PetPoint Payment Summary

PetPoint Annual Subscription Fee				
PetPoint Subscription Type		Fee Per Year	# Concurrent Licensed Users	Total Fee
	PetPoint Professional Advantage Program– Phone and Chat Support	$1,000	Unlimited	
	PetPoint Professional Advantage Program – Online Support	$0.00	Unlimited	
	PetPoint Professional – Phone and Chat Support	$9,000	Unlimited	
X	PetPoint Enterprise Advantage Program (without Builders and Constituent Services) – Phone and Chat Support	$2,500	Unlimited	$2,500
	PetPoint Enterprise (without Builders and Constituent Services) – Phone and Chat Support	$10,000	Unlimited	
			Total Annual PetPoint Subscription Fee	$2,500

Onboarding Fee			
Onboarding Type		Due Date	Total Fee (one time fee)
X	Tier 0	10 Business Days	$0
	Tier 1	10 Business Days	$500
	Tier 2	10 Business Days	$650
	Tier 3	10 Business Days	$1,000
	Tier 4	10 Business Days	$1,500
	Tier 5	10 Business Days	$5,000
		Total Onboarding Fee	$0
		Total PetPoint Fees – Subscription and Onboarding	$2,500

PetPoint Annual Subscription Fee Payment Frequency	
Frequency	
X	Annual
	Quarterly
	Not Applicable

[Remainder of page is intentionally left blank.]

DocuSign Envelope ID: 767E0605-3DCE-4543-B2D7-15405C27CB90

SCHEDULE E – Form of Amending Agreement

PETPOINT APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the "**Amending Agreement**") is made and entered into as of (the "**Effective Date**"), by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 4 0 Rolling Meadows, IL 60008 ("**Pethealth**")	-and-	<Client Name> <Client Address> <Client Address> (the "**Client**")

Both Parties entering into the PetPoint Application Service Provider Agreement dated as of (the "**Agreement**") wish to amend the Agreement on the terms and conditions described in this Amending Agreement.

In consideration of the Parties agreeing to amend their obligation in the existing Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

1. Amendments

Original Provision	Amended Provision
[Original language of first provision to be amended]	*[Amended language of first provision to be amended]*
[Original language of second provision to be amended]	*[Amended language of second provision to be amended]*
etc.	*etc.*

2. No Other Change

Except as provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect and will be read with this Amending Agreement.

3. Terminology

Capitalized terms not defined in this Amending Agreement shall have the meaning as described in the Agreement.

[Remainder of page intentionally left blank.]

DocuSign Envelope ID: 767E0605-3DCE-4543-B2D7-15405C27CB90

By signing this Amending Agreement, both parties are entering into the Amending Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc.

Address:
3315 Algonquin Road Suite 3: 0
Rolling Meadows, IL 60008

Telephone:
1-866-600-4815

Email:
info@PetPoint.com

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

1-866-630-7387 ext.

Signer's Email:

Date:

CLIENT:

Billing Address:

Telephone:

Billing Email:

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:

Commissioners Court - Regular Session **23.**

Meeting Date: 01/10/2023

Approval for Renewal #1 for Ware Washing Equipment and Detergent with Auto-Chlor Services LLC for Juvenile Services Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Auto-Chlor Services, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, with Auto-Chlor Systems, for the 12-month term of 01/29/2023 – 01/28/2024.

Background

This is the first extension for this contract for ware washing equipment and detergent supplies. The Juvenile Service Department has confirmed the vendor met all the County requirements on this contract and requests renewal. Funding Source is 01.0100.0576.004623. The department Point of Contact is John Pelczar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1

Original Contract 2020

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:14 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:22 AM
Form Started By: Kim Chappius		Started On: 01/03/2023 09:44 AM
Final Approval Date: 01/05/2023		

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:		**Department:**	JUVENILE SERVICES
Vendor Name:	AUTO-CHLOR SERVICES LLC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 AUTO-CHLOR SERVICES			
Type of Contract:	TERM-CONTRACT	**Start Date:**	01/29/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	01/28/2024
Department Contact:	JOHN PELTZER		

- **Williamson County and Auto-Chlor Systems wishes to propose a price increase (as detailed in the attached spreadsheet) due to the rising cost of chemicals based on the chemical price index.**

- **Signature of the Vendor shows their agreement to the price increase with existing terms and condition remaining the same.**

PLEASE INCLUDE THE FOLLOWING:

- COMPLETED 1295 FORM; AND
- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

- **Extend Contract for the 1ST of two one (1) year renewal option period:**

Renewal Option Period 1	JANUARY 29, 2023 – JANUARY 28, 2024
Initial Contract Period	JANUARY 29, 2020 – JANUARY 28, 2023

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

Vendor Auto-Chlor Services

Name Ronnie Self

Title Regional Manager

Signature

Date 1-4-23

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

Bill Gravell, Jr

Williamson County Judge

Signature

Date

Auto-Chlor Price Tab

Product	Use	Size	Current Price	Proposed Price	Percentage of Increase
Super Red X Detergent	Liquid Detergent	4/1 Gallon Jugs	$80.00/washes approx. 4000 racks	$84.00/washes approx. 4000 racks	5%
Rinse Aid	Rinse Additive	4/1 Gallon Jugs	$90.00/washes approx. 9000 washes	$96.00/washes approx. 9000 washes	7%
Ultra Lemon Suds (Concentrate)	Manual 3 Comp Detergent	**2 x 84.5 oz**	$75.00/washes approx. 135 (5gal) sinks	$78.00/washes approx. 135 (5gal) sinks	4%
Solution QA Ultra	Ultra Cone 3rd Sink Sanitizer	**2 x 84.5 oz**	$47.00/washes approx. 135 (5gal) sinks	$49.00/washes approx. 135 (5gal) sinks	4%
Neutral M/P Cleaner	Neutral Floor Cleaner	4/1 Gallon Jugs	$78.00/makes approx. 250 (5gal) mop buckets	$82.00/makes approx. 250 (5gal) mop buckets	5%
Auto-Chier	HT-25 w/Booster Single Tank Dishmachine		$216/monthly	$240/monthly	11%

** Note: Price increase falls with 25% allowed per bid contract**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR AUTO-CHLOR SALES AGREEMENT

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County" or "Williamson County Juvenile Services"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Auto-Chlor Services, LLC** (hereinafter "Auto-Chlor"). Customer agrees to engage Auto-Chlor 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. Auto-Chlor Sales Agreement;
B. Auto-Chlor Standard Dishwashing Agreement;
C. Williamson County Contract Addendum; and
D. Any necessary insurance certificates.

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

II.

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.

III.

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

IV.

Good Faith: Auto-Chlor agrees to act in good faith in the performance of the contract relevant to this addendum.

V.

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

VI.

Termination for Convenience: After the initial one-year period of this agreement, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) 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: Auto-Chlor 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 Auto-Chlor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Auto-Chlor agrees that Customer shall have access during normal working hours to all necessary Auto-Chlor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Auto-Chlor reasonable advance notice of intended audits. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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

IX.

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

X.

No Assignment: This agreement may not be assigned by either party without prior written consent.

XI.

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

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

WILLIAMSON COUNTY:

Authorized Signature
Date: February 25, 2020

Auto-Chlor:

Authorized Signature
Date: 2-6, 2020

Commissioners Court - Regular Session **24.**

Meeting Date: 01/10/2023

Approval of Amendment No. 7 Administration Fee Credit Correction with United Healthcare Services, Inc (UHC) for Benefits/Human Resources.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Amendment No. 7 with United Healthcare Systems (UHC) regarding Contract No 911463, effective January 1, 2023, and authorizing execution of the agreement.

Background

This is to correct the Fee Credit for 2023 FY that the county will receive and will be applied on the February Medical Headcount Enrollment monthly UHC Self Bill. The Amendment remitted for January 2023, had an incorrect fee noted. UHC conducts an SAP Review each quarter comparing enrolled headcount to paid enrollment headcount. If there is a 1% difference reflecting enrolled vs. paid, the county must pay the difference. If the review reflects less than 1% then the county does not have to pay any difference. This is being added to account for this review process and payment that would be expected should the county have an above 1% difference compared to enrolled vs. paid headcount. The funding source is 01.0885.0885.0041054 for FY 23 budget and the point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment No 7 UHC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 11:06 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2023 08:38 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:40 AM
Final Approval Date: 01/06/2023		

FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 7

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 December 16, 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 3.4 Reconciliation is hereby amended by the addition of the following:

Section 3.4 Reconciliation. Each quarter of the Term, United will reconcile the fees Customer paid based on headcounts against Customer membership in United's eligibility system. For variances over or under 1%, Customer will receive an Employee listing along with a request to reconcile. Customer's corrections will be sent to United within 10 business days. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United, within thirty (30) days of the due date, the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Effective January 1, 2023, the Administration Renewal Credit reflected in Exhibit B – Fees is replaced in it's entirety as follows:

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	$53.66	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.

Proprietary Information of UnitedHealth Group

Commissioners Court - Regular Session **25.**

Meeting Date: 01/10/2023

Approval of Agreement for Guardian Tracking Employee Performance Management Software with Vector Solutions for 911 Communications 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 agreement for Guardian Tracking Employee Performance Management Software with TargetSolutions Learning, LLC, d/b/a Vector Solutions #2023106 in the amount of $3,341.60, and authorizing the execution of this agreement.

Background

Approval of this agenda item will support the operations for 911 Emergency Communications Department. The attached quote is for the annual subscription of Guardian Tracking Employee Performance Management Software. Funding Source is 01.0100.0581.004505. The point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:25 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:30 AM
Form Started By: Stephanie Robles		Started On: 01/04/2023 01:53 PM
Final Approval Date: 01/05/2023		

VectorSolutions

Quote ID
[redacted]

Valid Until
Thursday, October 20, 2022

Contact Name
Parker Curtis

TargetSolutions Learning, LLC Agreement
Schedule A

Date: Tuesday, September 20, 2022

Client Information

Client Name: Williamson County Emergency Communications, TX	
Address: 911 Tracy Chambers Lane Georgetown, TX 78626	
Primary Contact Name: Thomas Piche	**Primary Contact Phone:** (512) 864-8246

Agreement Term

Effective Date: 10/01/2022	**Initial Term:** 12 months

Invoicing Contact Information

Billing Contact Name: Hilary Martin		
Billing Address: 911 Tracy Chambers Lane Georgetown, Texas 78626		**Billing Phone:** (512) 864-8244 **Billing Email:** hmartin@wilco.org
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VGS-GTEPMS	Guardian Tracking	Annual Subscription for Guardian Tracking -- Employee Performance Management Software	1	$3,341.60	$3,341.60

Annual Total: $3,341.60

Grand Total: $3,341.60

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT MAY BE RENEWED FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

911 Tracy Chambers Lane
Georgetown, TX 78626

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us"") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User"** is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. **MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action ; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. **LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **OBLIGATIONS OF BOTH PARTIES**.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

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

9. **CONFIDENTIALITY**.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. **MISCELLANEOUS**.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law and Venue. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Texas , Venue shall be in the courts located in and for Williamson County, Texas. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

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

10.13 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 The 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 The 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 The 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.

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

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users**. Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities**.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data**.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: Greg Sheehan

Printed Name: Greg Sheehan

Title: Team Leader – Government Solutions

Williamson County Emergency Communications, TX
911 Tracy Chambers Lane
Georgetown, TX 78626

By: _____

Printed Name:

Title:

Date: 1/3/2023

Date:

Commissioners Court - Regular Session **26.**

Meeting Date: 01/10/2023

Approval of Purchase of Ammunition from Precision Delta Corporation for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of ammunition for the Sheriff's Office from Precision Delta Corporation in the amount of $66,404.00, pursuant to BuyBoard cooperative contract #603-20.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Quote is attached outlining the different types and quantities of ammunition to be purchased. Budget has reviewed this purchase. This expenditure will be charged to 01.0100.0560.003004 as per FY23 budget. Department contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:53 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:47 AM
Form Started By: Erica Smith		Started On: 01/03/2023 10:18 AM
Final Approval Date: 01/05/2023		

PRECISION DELTA CORPORATION

205 W Floyce St
PO Box 128
Ruleville, MS 38771

QUOTE

Date	Quote #
11/14/2022	[redacted]

Name / Address	Ship To
WILLIAMSON CO SHERIFF DEPT ACCOUNTS PAYABLE 508 South Rock Street GEORGETOWN, TX 78626	WILLIAMSON CO SHERIFF DEPT DAWGTC 8160 CHANDLER ROAD HUTTO, TX 78634

Rep
LZ

Item	Manufacture	Description	Qty	Rate	Total
USA9MM - DS	Winchester	9 MM 124 gr. FMJ 500 rd/case Drop Ship from Winchester	200	119.09	23,818.00
Q3131K-Q3131K DS	Winchester	5.56mm 55 grain FMJ 1000 rds/case Drop Ship from Winchester	100	425.86	42,586.00
		Pricing per 2022 TX Buy Board 603-20 Contract Expires March 31, 2023			

Total $66,404.00

Phone #	Fax #
662-756-2810	662-756-2590

E-mail
tranumir@tecinfo.net
www.precisondelta.com

Commissioners Court - Regular Session **27.**

Meeting Date: 01/10/2023

Approval of Agreement for Narcotics Testing Equipment with Thermo Scientific Portable Analytical Instruments, Inc. for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Agreement between Williamson County and Thermo Scientific Portable Analytical Instruments, Inc. for narcotics testing equipment, for the total amount of $25,619.64, pursuant to GSA contract #GS-07F-6099R, and authorizing the approval of this agreement.

Background

The approval of this Agreement will benefit the Williamson County Sheriff's Office with the ability to use a handheld scanner to test narcotics without opening packages or baggies to identify whether they are prescription or illegal drugs. The machine is capable of testing up to 500 kinds of drugs, including narcotics, stimulants, depressants, hallucinogens and analgesics and is a safety procedure to officers and jailers by reducing the handling of potentially lethal narcotics. The attached agreement details the purchase and the attached brochure explains how the machine is used. Legal, Contract Audit and Budget have reviewed this Agreement. The expenditure is being charged to line item 01.0410.0413.005008 Seized Funds. The department point of contact is Sgt. Heather Vargas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Thermo Scientific Quote

Brochure for TruNark H Kit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/27/2022 03:43 PM
Purchasing (Originator)	Joy Simonton	01/04/2023 10:14 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:41 AM
Form Started By: Mary Watson		Started On: 12/21/2022 03:04 PM
Final Approval Date: 01/05/2023		

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
[redacted]	11/07/2022	ARO	1 / 8
Contact:	**Phone**	**Payment Term**	**Valid To**
Scott Fitzpatrick	(979) 777-2874	Net 30	12/31/2022
Inco Terms		**Shipping Method**	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.
2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

D410.0413.5008

Submitted To:

Sgt. Heather Vargas
Organized Crime Unit/Narcotic
Williamson County Sheriff's Office (TX)
Georgetown, Texas 78626
United States

Phone: (512) 970-3743
Email: heather.vargas@wilco.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:
Contact: Scott Fitzpatrick
Phone: (979) 777-2874
Fax:
Email: scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R
Contract period: March 26, 2010 - September 28, 2025
[redacted]

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:
"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	Disc %	Sales Price	Quantity	Total Price
1.00	800-01041-01	**TruNarc, Unlimited, Warranty - 1 Yr, Train-12** ***List Price:*** *USD 26,700.00* TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.	6.30%	USD 25,018.64	1.00	USD 25,018.64
	GSA Item					
2.00	810-01462-01	**TruNarc Solution Kit (Type H) - 100, English** ***List Price:*** *USD 601.00*	0.00%	USD 601.00	1.00	USD 601.00

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Open Market Item	TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

Subtotal:	**USD 25,619.64**
Surcharge Total:	**USD .00**
Discount:	**USD 1,681.36**
Total:	**USD 25,619.64**

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc
Federal Tax ID No.: [redacted]
CAGE CODE: [redacted]
DUNS #: [redacted]
Bank of America ABA# for Wire Payments: [redacted]
Bank of America ABA# for ACH Payments:
Beneficiary Account Number: [redacted]

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Orde

E-mail to: pai.sales.ops@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:

scott.fitzpatrick@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

508 S Rock St.
Georgetown, Texas 78626
United States

Ship to:

508 S Rock St.
Georgetown, Texas 78626
United States

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

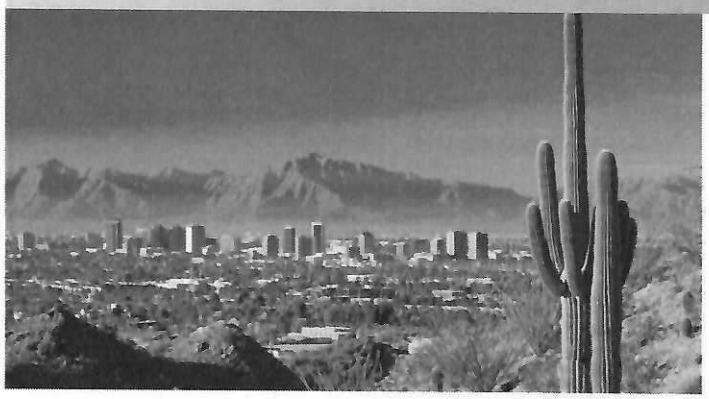
Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Case Study

Field-based narcotics ID enables speedy prosecution while saving valuable lab resources



The Controlled Substances Officer (CSO) program within the Phoenix, AZ, Police Department is an innovative, cost-effective operation that enables rapid charging of drug offenders. Officers in the program receive annual training on the field identification of narcotics, and must pass written and hands-on competency tests each year.

Originally, four drugs were designated for field identification: cocaine, cocaine base, marijuana and methamphetamine. CSOs test approximately 7,000 items of drug evidence annually. Supported by a preliminary test, the program achieves a pre-arraignment adjudication rate of about 85 percent.

The success of the program has led to partnership with the National Forensic Science Technology Center, where the CSO program is used as the model for the Center's Field Identification Drug Officer training.

Case Profile and Problem

The Phoenix Police Department Crime Laboratory receives samples every day for in-custody narcotics cases. The lab aims to provide test results within 48 hours in order to charge suspects prior to their release from jail.

Monthly, the lab receives about 120 in-custody cases, 60 percent of which are eligible for CSO field testing. Evidence from these CSO-eligible cases does not require immediate confirmatory testing by the Crime Lab, reducing potential backlogs and freeing up resources for confirmations on pieces of evidence required for trial, as well as other high-priority cases.

With the cost of testing at $264 per sample, laboratory testing costs for CSO items alone come to about $19,000 per month (72 x $264). Officers spend another $3,000 transporting these drugs to the Crime Lab, bringing the total monthly laboratory cost for CSO items to more than $22,000.

In 2012, concerned with higher case volumes, rising costs and limited resources, the Maricopa County Attorney's Office asked the Crime Lab to find a solution for the field identification of opiates, especially heroin, which now accounted for one-third of all in-custody cases. As fortune would have it, the Phoenix PD was hosting a demonstration of the Thermo Scientific™ TruNarc™ analyzer about this same time, so the Department invited the Crime Lab to the meeting. A formal validation ensued.

Validation Leads to Pilot Program

As part of a formal validation in May 2012, the Crime Lab tested 126 items of evidence with the TruNarc analyzer. Results were then confirmed by traditional laboratory methods. The study demonstrated that TruNarc was an accurate, effective testing solution for a number of commonly encountered drugs.

Subsequently, the County Attorney's Office accepted the validation and agreed to a pilot test of TruNarc for the field identification of 21 controlled substances on a specific, approved list. (See Table 1, next page)



Thermo SCIENTIFIC

TECHNICAL NOTE

No. 202-v1.9

Type H kit for TruNarc

Solution kit enhances real-world ability of field-based analyzer

Key Words
Narcotics, fentanyl, heroin, Raman spectroscopy, fluorescence, field testing

Introduction

Many common controlled substances are easily identified with the Thermo Scientific™ TruNarc™ analyzer, using point-and-shoot analysis. Some substances, however, exhibit fluorescence or are present in very low concentrations. These target samples can present a challenge for Raman spectroscopy, requiring an additional step to ensure successful analysis.



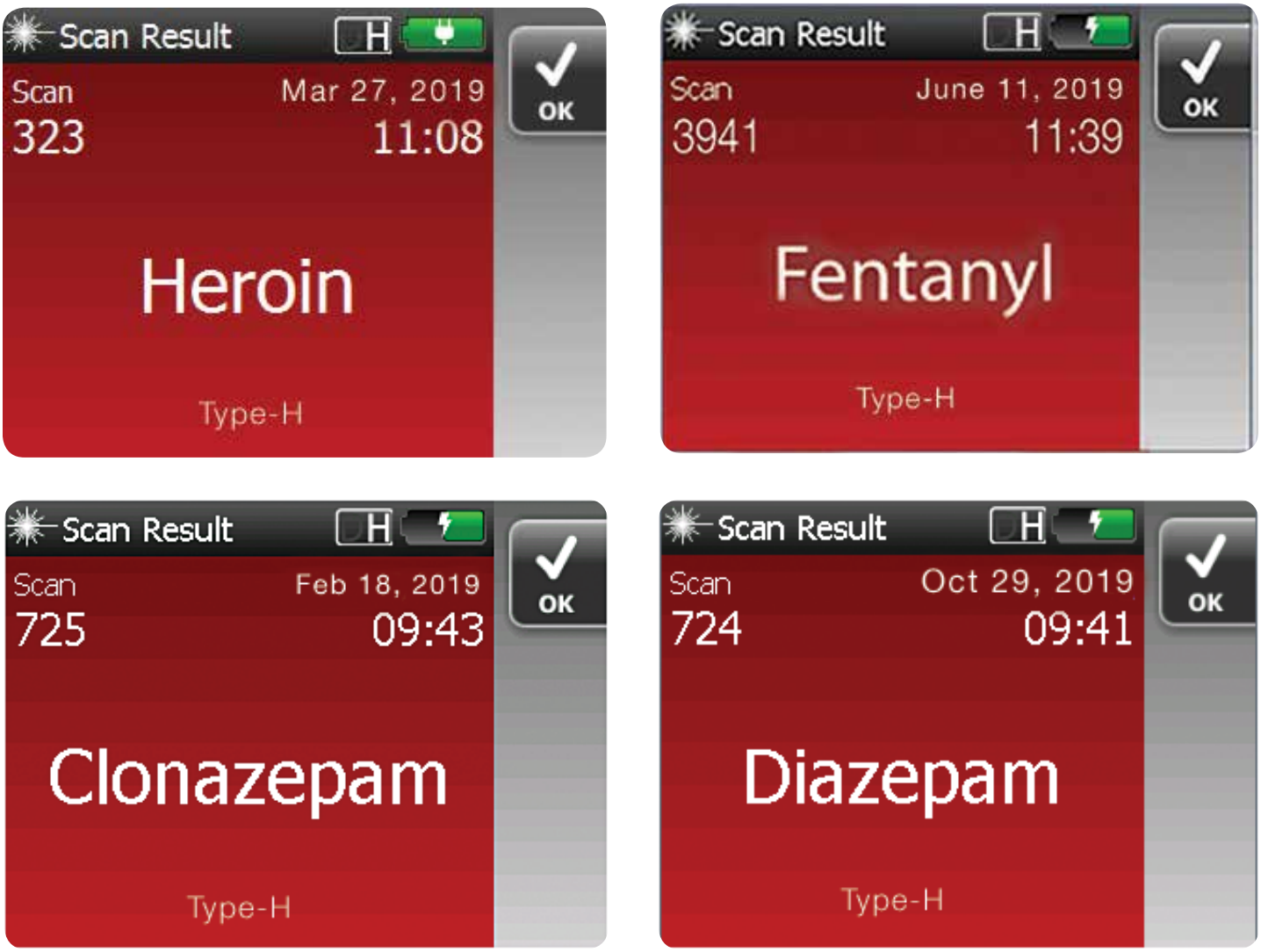
Many of the most common controlled substances, such as cocaine and methamphetamine, are highly amenable to Raman spectroscopy and present few analysis challenges. The TruNarc analyzer has been successfully deployed for presumptive analysis of these and other suspected narcotics worldwide.

However, a phenomenon known as fluorescence can mask the Raman spectrometry signal of some narcotics, much like glare from sunlight can mask the subject in a photo from a camera. Fluorescence can hinder data collection of some narcotics, such as street heroin.

In addition, the target chemical in suspected narcotics may not be present in high enough concentration for conventional Raman spectroscopy to identify it. For instance, the active components in some prescription drugs are in a very low concentration, making identification a challenge.

To overcome these challenges – yet maximize the benefits of a handheld Raman analyzer – we have developed a Solution Kit (Type H) that enhances the Raman signal of the target substance while decreasing any nuisance fluorescence.

Figure 1. A selection of "Alarm" screens when using the Type H kit



Recommendations for Type H kit use

Initially, TruNarc users should scan a sample using point-and-shoot mode. If this approach leads to an "Inconclusive" or "Clear" result and a specific narcotic is believed to be present, the operator should apply the Type H kit. The kit could be used to help identify these items:

- 2C (Phenethylamines – 2C-B, 2C-E, 2C-I)
- Cocaine
- Fentanyl Compounds^+
- Heroin
- Methamphetamine^
- NBOMe (25B-NBOMe, 25C-NBOMe, 25I-NBOMe)
- Synthetic cannabinoids (sprayed onto leaf materials)
- Tablets, including:
  - Alprazolam
  - Buprenorphine#*
  - Clonazepam*
  - Diazepam
  - Hydromorphone*
  - Lorazepam*
  - MDMA*
  - Oxycodone*
  - Oxymorphone*

Both tablets and strips are identifiable using the Type H Kit.

* Some low dose pills require a Type H Kit for identification.

^ Combined results: will show "Fentanyl Compound or Methamphetamine"

+ Fentanyl Compound includes fentanyl and fentanyl analogs.

How to use the Type H kit

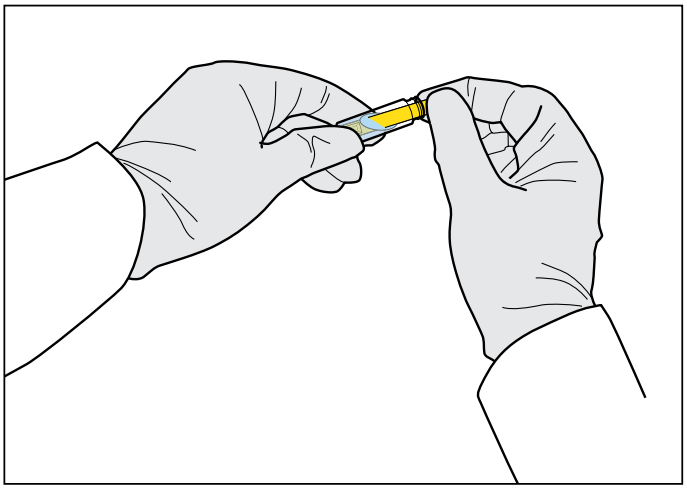
The Type H test kit is made up of two components: a test stick and a test vial. The vial contains 1ml of ethanol that is used to dissolve a small amount of the sample. The test stick is used first to scoop the material from the sample or a piece of tablet and transfer it to the vial.

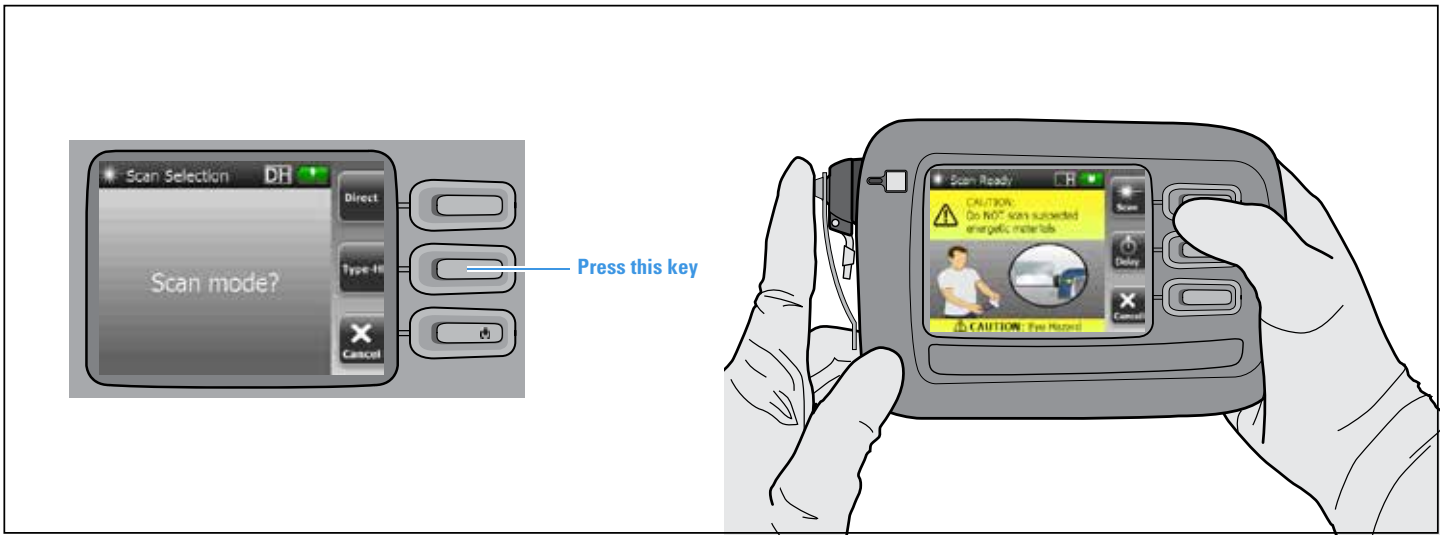
The stick contains a metal substrate at the base of the scoop. After the chemical(s) are dissolved in the ethanol, the test stick is submerged into the vial, coating the metal substrate with the solution. The test stick is then removed, allowed to dry, positioned against the TruNarc analyzer, and scanned. See Figure 2

This method has been shown to increase the spectrum strength and reduce the amount of fluorescence for certain samples.

Figure 2. Process for analysis using a TruNarc Type H kit







Science behind the Type H kit

The roughened metal surface on the Type H test stick has two primary attributes. First, the surface quenches the fluorescence, the phenomenon that may prevent analysis of the bulk material. Second, the surface enhances the Raman signal of the molecules adsorbed onto the surface of the roughened metal, which allows analysis of very small amounts of material.

When the TruNarc analyzer is used to measure the Type H stick, the laser light is focused onto the metal surface. As with point-and-shoot analysis, the spectrometer measures the unique spectral fingerprint of the molecules, and then compares the data collected with the on-board TruNarc library.

It should be noted that the spectra obtained on the test stick are different from those of a conventional Raman spectrum. To enable these new applications using the Type H Kit, Thermo Fisher Scientific scientists create a library item for each unique chemical using certified laboratory standards.



Summary

The Type H test kit further enhances the real-world utility of the TruNarc analyzer, enabling users to screen for specific narcotics that are fluorescent and/or at low concentration. A key enhancement is the ability to use the TruNarc analyzer to screen for such emerging synthetic opioids as fentanyl, fentanyl analogs, heroin and methamphetamine. Several low dose tablets are also identifiable using the Type H test kit in conjunction with the TruNarc analyzer for presumptive narcotics identification.

In the Americas
1-978-670-7460

In Europe, Middle East, Africa
49-89-3681-380

In Asia Pacific
852-2869-6669

Find out more at **thermofisher.com/trunarc**

Email **sales.chemid@thermofisher.com**

ThermoFisher SCIENTIFIC

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Commissioners Court - Regular Session **28.**

Meeting Date: 01/10/2023

Approval of Amendment for Enterprise Supervision Software with Tyler Technologies for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Amendment between Williamson County and Tyler Technologies for adding Enterprise Supervision Users and Supervision Access Premium, for a total of $28,350.00 pursuant to Sourcewell Contract 090320-TTI, and authorizing the execution of the Amendment.

Background

The approval of this Amendment will benefit the Williamson County IT Department by adding Enterprise Supervision Users and Supervision Access Premium software. The attached amendment shows the detailed information regarding this change. Legal, IT, Contract Audit and Budget have reviewed this Amendment. The line item expenditure being charged is 01.0100.0503.005741 as per FY23 budget. The Department point of contact is DeAnna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Technologies signed Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 09:54 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:38 AM
Form Started By: Mary Watson		Started On: 12/20/2022 02:46 PM
Final Approval Date: 01/05/2023		

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Williamson County, TX ("Client").

WHEREAS, Tyler and the Client are parties to a SaaS Agreement for Tyler Supervision Software and services dated November 24, 2020 ("Agreement");

WHEREAS, the Agreement was modified on February 9, 2021 to add Appointment Notifications (the "Prior Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Removing Appointment Notifications. The Appointment Notifications software added to the Agreement by the Prior Amendment is hereby removed from the Agreement as of December 1, 2022. As of such date, Client's right to access the Appointment Notifications software is terminated, as are Tyler's obligations to maintain, support, host and update such software. Client's annual SaaS fees payment obligation commencing December 1, 2022 is hereby reduced by $8,000.00 with respect to the removal of such software.

2. Adding Enterprise Supervision Users and Supervision Access Premium. The items set forth in the investment summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of December 1, 2022 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

    a. The annual SaaS fees payable under the Agreement shall be increased in the amount of $28,350.00 for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on December 1, 2022, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Williamson County, Texas
By: Sherry Clark (Nov 29, 2022 13:34 CST)	By:
Name: Sherry Clark	Name:
Title: Group General Counsel	Title:
Date: Nov 29, 2022	Date:

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Software Fees		
Software (SaaS)		**Annual SaaS Fee**
Enterprise Supervision - 5 Additional Users		$9,000
Enterprise Supervision Access - Premium* - Up to 25 Users		$22,500
Sourcewell Discount		-$3,150
	Annual SaaS Fees Total	**$28,350**
	Project Total	**$28,350**

*** Enterprise Supervision Access-Premium Includes:**
Up to 16,000 Annual Appointment Reminders-Unlimited Checkins.

Commissioners Court - Regular Session **29.**

Meeting Date: 01/10/2023

Approval of Amendment #1 Environmental Systems Research, Inc. (ESRI) for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Amendment between Williamson County and Environmental Systems Research, Inc. (ESRI) for the purpose of extending consulting hours, with no change in the Not-To-Exceed dollar amount of $11,956.00, pursuant to contract DIR-CPO-4699, and authorize the execution of this Amendment.

Background

This is Amendment #1 to requisition #129601 with PO #181502 for $11,956.00 which was approved in Commissioners Court on 09/13/2022. This Amendment #1 is to ESRI Proposal #P012964 dated August 19, 2022, for ArcGIS Hub Implementation Support purchased under Purchase Order (“PO”) #181502 in the amount of $11,956.00. Services are governed by the Master Purchase Agreement #00298018.0/ State of TX DIR Contract No. DIR-CPO-4699 between the State of Texas, acting by and through the Department of Information Resources (“DIR”) effective July 18, 2022 (hereinafter referred to as the “Agreement”) and extends the period of performance to end on June 30th, 2023 and updates the pricing to include the 2023 Labor Rates. There is no change to the not-to-exceed (NTE) amount of $11,956.00. Legal, Contract Audit and IT have reviewed the Amendment. Funding source of PO is 429P. The department point of contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted ESRI Amendment 1

Signed ESRI Proposal 9.16.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:05 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:41 AM
Form Started By: Mary Watson		Started On: 12/21/2022 01:02 PM
Final Approval Date: 01/05/2023		

Amendment 1
To Purchase Order No. [redacted] & Proposal No. [redacted]
Master Purchase Agreement No. 00298018.0/ State of TX DIR
Contract No. DIR-CPO-4699

This Amendment No. 1 is entered into by and between the **County of Williamson** ("Williamson" or "Customer") and **Environmental Systems Research Institute, Inc.** ("**Esri**").

This Amendment No. 1 is to Esri Proposal No. [redacted] dated August 19, 2022, for ArcGIS Hub Implementation Support purchased under Purchase Order ("PO") No. [redacted] in the amount of $11,956. Services are governed by the Master Purchase Agreement No. 00298018.0/ State of TX DIR Contract No. DIR-CPO-4699 between the State of Texas, acting by and through the Department of Information Resources ("DIR") effective July 18,2022 (hereinafter referred to as the "Agreement").

Esri and Williamson wish to update the following:

1. Extend the period of performance to end on June 30, 2023.
2. Update pricing to include 2023 Labor Rates. Any work performed after January 1,2023 shall be at the 2023 labor rates provided below. There is no change to the not-to-exceed (NTE) amount of $11,956.

Labor Category	2023
GIS Technical Specialist/Engineer (S1)	$330.03
GIS System/Software Developer (S2)	$430.09
Sr. GIS System/Software Architect (S3)	$500.32
GIS Consultant/Project Manager (M1)	$385.83
Sr. GIS Consultant/Project Manager (M2)	$489.75
Principal/GIS Consultant/Prog. Manager (M3)	$630.22
GIS Database Specialist/Analyst (DB)	$278.07

All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein. The Agreement and this Amendment No. 1 are the sole and final agreement of the parties and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

COUNTY OF WILLIAMSON
("Williamson" or "Customer")

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

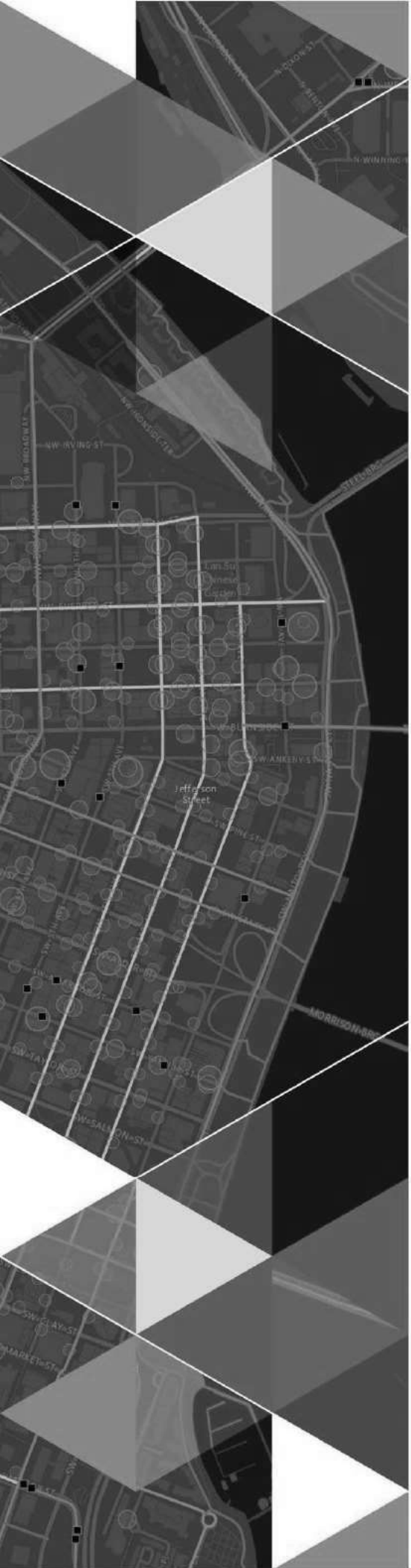
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

By: John Perry
Authorized Signature

Printed Name: John Perry

Title: PS Contracts Department Manager

Date: 21DEC22



AN ESRI
PROPOSAL

August 19, 2022

ArcGIS Hub Implementation Support

Prepared for:

George Strebel, GIS Manager
County of Williamson
301 Se Inner Loop Ste 105
Georgetown, TX 78626

Esri Quote Number: [redacted]

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com

esri | THE SCIENCE OF WHERE

Introduction:

County of Williamson (Williamson) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services for ArcGIS Hub configuration and administration. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

Scope of Services:

Esri will provide up to 38 hours of remote consulting services to assist Williamson with configuring ArcGIS Hub. It is anticipated that consulting services will include the following topics:

- Provide understanding of ArcGIS Hub features and capabilities
- Hands-on walkthrough of ArcGIS Hub administration and page creation
- Knowledge transfer of basic approach to creating initiatives within ArcGIS Hub
- Hands on creation of a pilot initiative page
- Create pilot initiative site/page using existing content/data

This activity will be supported remotely from Esri's offices. The Esri consultant(s) will work with direction from Williamson's technical staff and management.

Esri Responsibilities

- Provide up to 38 hours of consulting services as described above.

Williamson Responsibilities

- Communicate consulting needs and priorities to the Esri consultant(s).
- Provide the appropriate Customer Name Abbreviation staff members to work with the Esri consultant(s).
- Provide the Esri consultant(s) with access to Customer Name Abbreviation's data and system environment, as necessary.

Assumptions

- Pricing assumes all consulting services will be provided remotely from Esri's offices during Esri's normal business hours and no travel will be required of the Esri consultant(s).
- Esri will not be responsible for data clean-up, if needed.

- Consulting support is limited to Esri commercial-off-the-shelf (COTS) software, and will not include any non-Esri-based systems.
- Williamson's ArcGIS Organization is already set up and available to use for the Scope of Services above.
- Williamson participants are familiar with Web GIS, working with data, and have a basic understanding of Esri product concepts
- Williamson has existing data loaded and in GIS format

Schedule:

The schedule will be mutually agreed upon between Williamson and Esri within 10 days after contract award with anticipated end date of December 31, 2022

Pricing:

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation, and other burdened direct cost items (ODCs) have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is **$11,956**.

This price is exclusive of any applicable federal, state and/or local taxes for which Esri may collect and Williamson shall remain responsible.

Esri anticipates using staff from the Technology Consultant/Engineer (S1) labor category; however, depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill-set and labor category.

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, Williamson will only be invoiced for the actual hours expended plus ODCs.
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, Williamson will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If Williamson chooses to stop work, Esri will do so without liability.
- Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by Williamson in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor will be invoiced on a monthly basis for actual hours expended during the previous month. Invoices are to be paid within 30 days of receipt. This quote is valid for a period of 90 days from the submittal date above.

Terms and Conditions:

By purchasing these services, Williamson agrees to the terms and conditions contained in the Master Purchase Agreement (Esri Agreement No. [redacted] / State of TX DIR Contract No. DIR-CPO-4699) between Environmental Systems Research Institute Inc. ("Esri") and The State of Texas, acting by and through the Department of Information Resources ("DIR") effective July 18, 2022 (hereinafter referred to as the "Agreement"). Williamson agrees to incorporate the Texas DIR-CPO-4699 Customer Addendum to Purchase Order, which is attached as Appendix A, and shall be executed and made effective as of the last date signed below ("Effective Date").

Purchasing:

To order these services as quoted, please notify Amy Robinett of the contract award using the information provided below. Thereafter, Amy Robinett will engage Esri's Contract Administrator to draft the necessary T&M Task Order issued under the existing Agreement, in accordance with the details of this quote.

When we receive these completed documents, Esri will contact you to discuss staff assignment and schedule. We look forward to supporting you.

Contact:

Amy Robinett
Esri Professional Services
19026 Ridgewood Parkway, Suite 309
San Antonio, TX 78259
(210) 499-1044 x8822
ARobinett@esri.com | www.esri.com

TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2022

Hourly time and materials labor category descriptions and rates have been provided for each labor category for calendar year 2022. The hourly labor rates for services that are performed after 2022 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Technology Consultant/Engineer (S1)

Staff members in this labor category provide day-to-day technology consulting, troubleshooting, and engineering services on many aspects of project implementation. These projects include COTS software configuration, custom software development, database consulting, training development and delivery, technical documentation, and other technology consulting and engineering services. Individuals in this category have specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Senior Technology Consultant/Engineer (S2)

Staff members in this labor category provide strategic technology consulting and engineering services across project implementation. These staff may provide technical leadership services, architecture and design services, as well as training development and delivery for small to moderately complex solutions. Individuals in this category have higher-level specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Principal Technology Consultant/Engineer (S3)

Staff members in this labor category work as technical leads and/or senior technical advisers, providing technology vision, solution architecture, and strategic technology consulting for projects of all sizes and scopes. These staff may provide strategic technology design & planning, oversight of technical implementation activities, solution architecture and database design, system integration, and other technology training, consulting, and engineering services. Individuals in this category have advanced, diverse, and specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of complex assignments. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support a successful project completion.

Consultant/Project Manager (M1)

Staff members in this labor category provide day-to-day consulting for and management of many aspects of GIS and related technology projects. The scope of these projects may include database development and administration, training, technical support, business process design and development, definition of work plans, project management of technical and contractual deliverables, and ad hoc consulting. For complex projects, these individuals may team with senior staff to develop comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Senior Consultant/Project Manager (M2)

Staff members in this labor category provide strategic consulting and management services for complex GIS and related technology projects. These staff members have market/application domain expertise with extensive experience in various technologies required to support the successful completion of a project. Consulting activities may include strategic planning, implementation of change management methodologies and system integration, and training, as well as project management oversight of project deliverables and subcontractors. These individuals may also design comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Principal Consultant/Program Manager (M3)

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and related technology projects. Consulting activities may include strategic planning, oversight of requirements definitions, application and database design, system integration, curriculum development and help desk system architecture. Management activities may include providing oversight on defining program requirements and objectives, establishing budgets and schedules, as well as allocating staff and other resourcing activities.

Technology Support Specialist (DB)

Staff members in this labor category work in professional entry-level roles to support definable activities of larger technology projects. Working with technical and management leads and mentors, these staff provide support to technology projects as assigned.

Current Rates by Labor Category

Labor Category	Rate
Technology Consultant/Engineer (S1)	$314.63
Senior Technology Consultant/Engineer (S2)	$409.88
Principal Technology Consultant/Engineer (S3)	$476.28
Consultant/Project Manager (M1)	$367.55
Senior Consultant/Project Manager (M2)	$466.65
Principal Consultant/Program Manager (M3)	$600.39
Technology Support Specialist (DB)	$264.60

Appendix A Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Pursuant to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract No. DIR-CPO-4699, the parties agree to the following:

Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order or quotation shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order. If included in a quotation, such term shall not be valid unless it is attached to or incorporated by reference into the corresponding Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

D. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order or quotation for indemnification requirements under Section 10.1.1(A)(iii); shall not exceed (i) $1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order or quotation pursuant to Section 10.12(B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order. CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER OR QUOTATION.

The parties may sign this Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this Addendum by signing below:

_____ (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Legal Address: _____	380 New York Street, Redlands, CA 92373-8100
By: _____ Bill Gravell (Sep 16, 2022 10:54 CDT) Authorized Signature	By: Tamisa Greening Authorized Signature
Printed Name: Bill Gravell	Printed Name: Tamisa Greening
Title: County Judge	Title: Managing Attorney, Contracts & Legal
Date: Sep 16, 2022	

Misc Sales Agmt - Addendum to DIR POs

Final Audit Report 2022-08-09

Created:	2022-08-09
By:	Roanan Harris (rharris@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCnk-twBhE4LIXHYNsYxowQ6OvzexfkX

"Misc Sales Agmt - Addendum to DIR POs" History

Document created by Roanan Harris (rharris@esri.com)
2022-08-09 - 9:25:02 PM GMT- IP address: 13.110.74.8

Document emailed to Tamisa Greening (tgreening@esri.com) for signature
2022-08-09 - 9:25:40 PM GMT

Email viewed by Tamisa Greening (tgreening@esri.com)
2022-08-09 - 9:30:15 PM GMT- IP address: 198.102.58.250

Document e-signed by Tamisa Greening (tgreening@esri.com)
Signature Date: 2022-08-09 - 9:32:10 PM GMT - Time Source: server- IP address: 198.102.58.250

Agreement completed.
2022-08-09 - 9:32:10 PM GMT

Adobe Acrobat Sign

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Commissioners Court - Regular Session **30.**

Meeting Date: 01/10/2023

Authorize Advertisement for IFB #23IFB24 for Carlson Cove Tower Site Lease for Wireless/IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Carlson Cove Tower Site Lease under IFB #23IFB24.

Background

Williamson County is seeking qualified companies to install, maintain and operate Lessee's Equipment on parcel of land owned by Williamson County at 155 Carlson Cove, Georgetown, TX 78626. This is a revenue line item. Point of Contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:17 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:42 AM
Form Started By: Brenda Fuller		Started On: 12/22/2022 10:59 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **31.**

Meeting Date: 01/10/2023

Approval of Agreement for HipLink Advanced Send Option with Motorola Solutions for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement to augment the existing Motorola Solutions License Agreement(s) with Hiplink Avanced Send Option between Williamson County and Motorola for a total of $5,335.50, pursuant to contract #DIR-TSO-4101, and authorizing the execution of the addendum.

Background

The approval of this addendum will provide Hiplink text alert software for critical alarms from any system, delivered automatically. HipLink provides greater protection of people and property as it is an automated SMS notification system. It integrates with countless applications to send critical notifications from a variety of systems. For example, the alert messages that are sent out to various county groups like HazMat. Legal, IT, Contract Audit and Budget have reviewed this addendum. The line item being charged is 01.0100.0523.005741 as per FY23 budget. The point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Motorola Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:43 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:55 AM
Form Started By: Mary Watson		Started On: 12/29/2022 08:47 AM
Final Approval Date: 01/05/2023		

DocuSign Envelope ID: 04D28083-E1DC-4097-BB23-A4FB083C5EE3

MOTOROLA SOLUTIONS

[redacted]

Billing Address:
WILLIAMSON CO PUBLIC SAFETY IT
301 SOUTHEAST INNER LOOP,
SUITE 105
GEORGETOWN, TX 78626
US

TEXAS DIR-TSO-4101

Shipping Address:
MICHAEL MOODY
301 SOUTHEAST INNER LOOP,
SUITE 105
GEORGETOWN, TX 78626
US

Quote Date:12/02/2022
Expiration Date:12/02/2023
Quote Created By:
Billy Duncan
Billy.Duncan@
motorolasolutions.com

End Customer:
WILLIAMSON CO PUBLIC SAFETY IT
Michael Moody
michael.moody@wilco.org

Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty
	Flex			
1	DS000000019A-SP	0445	HIPLINK ADVANCED SEND OPTION	1

Grand Total $5,335.50(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.
By: Tyler Holland
Name: Tyler Holland
Title: Area Sale Man. Soft. Enterprise
Date: 12/5/2022

Customer
By: _____
Name: _____
Title: _____
Date: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Commissioners Court - Regular Session **32.**

Meeting Date: 01/10/2023

Approval of Agreement for HipLink Email Gateway with Motorola Solutions, Inc. for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement to augment the existing License Agreement(s) for HipLink Email Gateway between Williamson County and Motorola for the total of $11,190.00, pursuant to contract #DIR-TSO-4101, and authorizing the execution of the Addendum.

Background

The approval of this addendum will provide email alert software to send critical alarms from any system. This is to allow greater flexibility for sending pages, and e-mail messaging to both internal and external groups. Legal, Contract Audit, IT and Budget have reviewed this addendum. The line item being charged is 01.0100.0523.005471 as per FY23 budget. The department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Motorola Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:56 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:02 AM
Form Started By: Mary Watson		Started On: 12/29/2022 09:05 AM
Final Approval Date: 01/05/2023		

DocuSign Envelope ID: 82B81C39-F0EA-43C9-A6E1-3AC2C2B22D34

MOTOROLA SOLUTIONS

[redacted]

Billing Address:
WILLIAMSON CO PUBLIC SAFETY IT
301 Southeast Inner Loop; Suite 105
Geogetown, TX 78626
US

TEXAS DIR-TSO-4101

Shipping Address:
Michael Moody
301 Southeast Inner Loop, Suite 105
Georgetown, TX 78626
US

Quote Date:12/02/2022
Expiration Date:12/02/2023
Quote Created By:
Billy Duncan
Billy.Duncan@motorolasolutions.com

End Customer:
WILLIAMSON CO PUBLIC SAFETY IT
Michael Moody
michael.moody@wilco.org

Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty
	Flex			
1	DS000000019A-SP	0445	HIPLINK EMAIL GATEWAY FOR ALARMS	1

Grand Total $11,190.00(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.
By: Tyler Holland
Name: Tyler Holland
Title: Area Sale Man. Soft. Enterprise
Date: 12/5/2022

Customer
By: _____
Name: _____
Title: _____
Date: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Commissioners Court - Regular Session **33.**

Meeting Date: 01/10/2023

Approval of Purchase of HipLink Backup Server and Support from Motorola Solutions, Inc. 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 #2023103 between Motorola Solutions, Inc. and Williamson County for the purchase of a HipLink backup server and support in the amount of $79,653.93, pursuant to DIR contract #DIR-TSO-4101, and authorizing execution of the agreement.

Background

This purchase is for a backup server and support for the paging software used by dispatch. This is currently the last critical technology piece that does not have a backup. HipLink is the primary method of dispatch for multiple county agencies, and the backup method for nearly all the rest. The quote is attached outlining the pricing for the server and support. IT, legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0523.005741 as per the FY23 budget. Department contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:25 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:29 AM
Form Started By: Erica Smith		Started On: 01/03/2023 10:20 AM
Final Approval Date: 01/05/2023		

DocuSign Envelope ID: 3F5470D7-DD97-490A-B8AE-4E2204792DFF

MOTOROLA SOLUTIONS

QUOTE-[redacted]

Billing Address:
WILLIAMSON CO PUBLIC SAFETY IT
301 Southeast Inner Loop; Suite 105
Georgetown, TX 78626
US

TEXAS DIR-TSO-4101

Shipping Address:
Michael Moody
301 Southeast Loop; Suite 105
Georgetown, TX 78626
US

Quote Date:12/01/2022
Expiration Date:12/01/2023
Quote Created By:
Billy Duncan
Billy.Duncan@
motorolasolutions.com

End Customer:
WILLIAMSON CO PUBLIC SAFETY IT
Michael Moody
michael.moody@wilco.org

Payment Terms:30 Calendars Days as referenced in Chapter 2251 of the Texas Government Code.

Line #	Item Number	APC	Description	Qty
	Flex			
1	DS000000019A-SP	0445	HIPLINK BACKUP SERVER	$66,294.50
2	DS000000019A-SP	0445	HIPLINK BACKUP SERVER SUPPORT	$13,359.43

Grand Total $79,653.93(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.
By: Tyler Holland
Name: Tyler Holland
Title: Area Sale Man. Soft. Enterprise
Date: 12/5/2022

Customer
By: _____
Name: _____
Title: _____
Date: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Commissioners Court - Regular Session **34.**

Meeting Date: 01/10/2023

Approval of Purchase of Qtrac Virtual Queueing and Appointment Software from Lavi Industries 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 purchase agreement #202396 between Lavi Industries and Williamson County for Qtrac Virtual Queuing and Appointment Software in the amount of $1,788.50 per month, exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024 (a)(7)(D) captive replacement parts or components for equipment) and authorizing execution of the agreement.

Background

Approval of this item will renew the current subscription with Lavi Industries for the Qtrac Queuing and appointment platform.
This software is used at seven different locations across the county: The Williamson County Regional Animal Shelter, Elections Department, Justice of the Peace Precinct #3, Justice of the Peace Precinct #4, County Attorney, and the Sheriff's Office. The platform allows for appointments to be scheduled for customers and has resulted in more customers being seen in shorter periods of time. This software subscription will cover the months of January through September 2023. Total cost for the nine-month subscription is $16,096.50. Professional Services hourly rates are $275.00 for any additional services. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.004505 as per FY23 budget. Department contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:54 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:56 AM
Form Started By: Erica Smith		Started On: 01/03/2023 10:19 AM
Final Approval Date: 01/05/2023		

Contract Renewal Notice – Williamson County SC #7064

Williamson County
710 Main St
Georgetown, TX 78626
United States

Minnie Beteille
mbeteille@wilco.org
(512) 943-1448

Tammy McCulley
tmcculley@wilco.org

Alvina Galvan
agalvan@wilco.org
(512) 943-1477

Renewal Reference: [redacted]

Quote created: November 28, 2022
Quote expires: February 26, 2023

Quote created by: Katia Colwell
Customer Success Manager
katia.colwell@lavi.com

Comments from Katia Colwell

Qtrac Contract Renewal Notice:
Qtrac Virtual Queueing and Appointment Platform
Software Subscription Term: 1/1/2023 - 9/31/2023

Locations: 7

Use Case: Customer Service at various County departments including:

Animal Shelter, Elections Department, JP3, JP4, Attorney Department, and Sheriff's Office.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Qtrac Professional Plan – Monthly Licensing per Location (6 to 25 Locations) Modules: Appointment Scheduling, Virtual Queuing, Mobile Queuing, Snapshot, Insights, Customer Survey, Mobile Promotions Designer	95-QTVR/25/SAAS-PRO	7	$250.00 / month	$1,750.00 / month for 9 months
Qtrac Phone Number Maintenance and Support - Monthly Fee A2P Registration, Voice Programming, Gateway Maintenance Fees, Delivery Monitoring	95-QTVR/SMS-MAINT	7	$5.50 / month	$38.50 / month for 9 months
Customer SMS Notifications - $0.0325 per SMS (1 to 5 Locations) $0.0325 Per Customer SMS Notification *Carrier Fees (when applicable): Lavi will pass through the exact charges of any additional carrier fees set by the telecommunications carriers. **SMS messages are calculated per segment. Generally, most messages use the standard of GSM-7 encoding, and have up to 160 characters per segment	95- QTVR/5/SMS	0	$0.00 / month	$0.00 / month for 9 months
Subtotal				**$1,788.50**
Monthly subtotal			**Total**	**$1,788.50**

Purchase Terms

Agreement:

This Order Form is governed by the Lavi Terms of Service as set forth at https://qtrac.com/tos/ ("Agreement"), which are incorporated herein by this reference, to which Customer hereby agrees and accepts. Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, then the terms of this Order Form shall control. The person signing on behalf of Customer represents that it has the full authority to execute and bind Customer to this Order Form. Any purchase order terms, or similar terms issued by Customer in connection with this Order Form shall have no effect. This Order Form shall only be valid and binding if executed by both parties. This Order Form may be executed in one or more counterparts, each of which is an original, and all of which taken together constitute one single document. Lavi Industries may reject this order form if it is signed by the Customer after the Customer Signature Deadline listed above regardless of whether the Order Form has been signed by Lavi Industries.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

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

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

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

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

Right to Audit: Lavi agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Lavi which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Lavi agrees that Customer shall have access during normal working hours to all necessary Lavi 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 Lavi reasonable advance notice of intended audits.

Credit Card:

Payments made via credit card are charged a 2.75% processing fee.

Fee Schedule:

Lavi's then-current Fee Schedule will be included with any Order Form or SOW encompassing the services and products which are the subject thereof and shall include, as applicable, all software license fees, implementation fees, SMS charges and any other fees chargeable to the Client.

Subscription billing will commence for all Software Licenses at the time of contract start date or License Activation, the earlier of the two. In some cases, Lavi provides a Grace Period following the contract start date before commencing subscription billing to provide additional time for Client project planning. Any such Grace Period must be set forth in writing, signed by Lavi, to be enforceable.

Client and Lavi may work together to determine an Activation Schedule which, when agreed upon, will determine the start of subscription billing for future Software Licenses and off-set costs of delayed Client usage.

Qtrac Plans and Features:

For a detailed description of the features and services included with each Qtrac Plan, please click below:



Consultation Rates:

You understand and agree that if you elect to purchase any products or services from us, you will be required to execute a separate services agreement or purchase order which sets forth and identifies the purchased products or services as well as the corresponding fees, costs and expenses associated with such purchased products or services. Any products or services which are not identified within such services agreement or purchase order are not included in the quoted fees and costs and will be subject to a separate, subsequent written agreement signed by you and us. Our current standard rates for professional services are as follows, with such rates subject to change only upon notice to parties that have active services agreements or purchase orders with us:

Professional ServicesResourceHourly Rates:

- Senior Programmer, US Based - $275.00
- Project Manager, US Based - $275.00

Customer Signature:

Signature

Date

Printed name

Question? Contact me

Katia Colwell

Digitally signed by Katia Colwell
DN: cn=Katia Colwell, o=Qtrac, ou, email=katia.colwell@lavi.com, c=US
Date: 2022.12.20 11:03:20 -07'00'

Katia Colwell
Customer Success Manager
katia.colwell@lavi.com

Qtrac by Lavi Industries
27810 Avenue Hopkins
Valencia, CA 91355

Commissioners Court - Regular Session **35.**

Meeting Date: 01/10/2023

Approval of Agreement for Three (3) Year Microsoft License Agreement with Software One, Inc. for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve agreement between Williamson County and Software One, Inc. for a Three (3) Year Microsoft License via DIR-TSO-4061 and support county operations in the amount of $910,700.63 and authorize the execution of associated documents.

Background

This license agreement supports countywide operations covering the time period between 2/1/2023 through 1/31/2026. In addition to the customer terms via the cooperative agreement, the software vendor, Software One, Inc. has agreed to supplement the relevant DIR contract with a county addendum to add essential county terms and conditions such as making any indemnification clause(s) subject to Texas law. Legal, Contract Audit, IT and Budget have reviewed this item. Funding source is 01.0100.0503.004208. Department contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:19 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:23 AM
Form Started By: Brenda Fuller		Started On: 01/03/2023 03:03 PM
Final Approval Date: 01/05/2023		

Williamson County, TX
710 Main Street
GEORGETOWN, TX 78626

Date	01/03/2023
Customer No.	US-SCU-145698
External Document No.	DIR-TSO-4061
Your Reference	EA Renewal (OG)
Account Manager	Levi Wolff
Your Contact Person	statestore us
E-Mail	statestore.us@softwareone.com
Our Tax ID	39-1501504

Quote US-QUO-1067879

Invoice Address

Williamson County, TX
710 Main Street
GEORGETOWN, TX 78626

Shipping Address

Williamson County, TX
710 Main Street
GEORGETOWN, TX 78626

License Address

Williamson County, TX
710 Main Street
GEORGETOWN, TX 78626

brendafuller@wilco.org

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		Contract DIR-TSO-4061								
		Prior EA 62421705								
		Agreement Start Date 2/1/2023 through 1/31/2026								
		Year 1								
10	J5U-00004	Azure Monetary Commitment G ShrdSvr Commit Provision				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		1	1,236.12	0.00	1,236.12
20	3NS-00003	ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		200	73.68	0.00	14,736.00
30	SFR-00001	Power Automate GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		8	163.20	0.00	1,305.60
40	AAD-63092	M365 F3 Unified GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		850	84.96	0.00	72,216.00
50	L999.00001.ML	M365 F5 Security GCC Sub Add-on				NON-SPEC/ML				

Quote US-QUO-1067879

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		918-00004				Non-Specific				
		Others (internal	NON-SPEC	LIC			850	84.96	0.00	72,216.00
60	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		1,300	378.24	0.00	491,712.00
70	AAL-45735	M365 G5 GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		70	619.92	0.00	43,394.40
80	8ZZ-00001	M365 G5 Security GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		1,300	130.56	0.00	169,728.00
90	DDJ-00001	Power BI Pro GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		2	93.00	0.00	186.00
100	HJR-00002	Power BI Premium EM1 GCC Sub				NON-SPEC/AL				
		Government Monthly Subscriptions Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		1	5,778.72	0.00	5,778.72
110	9EP-00208	System Center DataCenter Core 2 Lic Core Lic				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		144	48.62	0.00	7,001.28
120	VA1-00001	Teams Rooms Pro GCC				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		42	435.12	0.00	18,275.04
130	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		49	139.44	0.00	6,832.56
140	77D-00111	Visual Studio Professional w/MSDN				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		5	304.07	0.00	1,520.35
150	6VC-01253	Windows Remote Desktop Services Device CAL only				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		186	19.78	0.00	3,679.08
160	9EM-00267	Windows Server Standard Core 16Lic Core Lic				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		1	151.62	0.00	151.62
170	9EM-00270	Windows Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				

SoftwareONE, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

Quote US-QUO-1067879

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G		37	19.78	0.00	731.86

Total USD excl. Tax	**910,700.63**
Tax	0.00
Total USD incl. Tax	**910,700.63**

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms	30 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	02/01/2023

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: https://portal.softwareone.com/Quotes/DocumentDetail/US/US-QUO-1067879

SoftwareONE, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR THREE-YEAR MICROSOFT LICENSE RENEWAL

(Software One, Inc. - DIR-TSO-4061)

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 ADDENDUM is made and entered into by and between **Williamson County, Texas** ("The County" or "Licensee" or "Company"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Software One, Inc.** ("SoftwareONE"). The County agrees to engage SoftwareONE to assist in providing certain goods and 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 all parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. This Williamson County Contract Addendum;
B. DIR Contract #DIR-TSO-4061, including any mandatory customer terms;
C. SoftwareONE Quote #US-QUO-1067879, dated December 12, 2022; and
D. SoftwareONE Terms and Conditions, available online at: https://www.softwareone.com/-/media/global/about/legal/softwareone-general-terms-and-conditions.pdf?rev=16d9db65ea514851adbde69a8dc13ddf&sc_lang=en-us.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Addendum; (2) DIR Contract #DIR-TSO-4061, including any mandatory customer terms; (3) SoftwareONE Quote #US-QUO-1067879, dated December 12, 2022; and (4) SoftwareONE Terms and Conditions, available online at: https://www.softwareone.com/-

/media/global/about/legal/softwareone-general-terms-and-conditions.pdf?rev=16d9db65ea514851adbde69a8dc13ddf&sc_lang=en-us, 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) DIR Contract #DIR-TSO-4061, including any mandatory customer terms (3) SoftwareONE Quote #US-QUO-1067879, dated December 12, 2022; and (4) SoftwareONE Terms and Conditions, available online at: https://www.softwareone.com/-/media/global/about/legal/softwareone-general-terms-and-conditions.pdf?rev=16d9db65ea514851adbde69a8dc13ddf&sc_lang=en-us.

II.

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

III.

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 rights.

IV.

Term(s) and Pricing Pursuant to DIR-TSO-4061: SoftwareONE expressly agrees and will comply with honoring necessary terms and pricing pursuant to DIR-TSO-4061 through January 31, 2026.

V.

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

VI.

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 ninety (90) 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: SoftwareONE expressly 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 SoftwareONE which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. SoftwareONE expressly agrees that The County shall have access during normal working hours to all necessary SoftwareONE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give SoftwareONE reasonable advance notice of intended audits. In no circumstances will SoftwareONE be required to create or maintain documents not kept in the ordinary course of SoftwareONE's business operations, nor will SoftwareONE be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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

IX.

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

X.

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

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:_____, 2023

SoftwareONE:

Shane Cronin (Dec 22, 2022 15:58 EST)
Authorized Signature
Date: Dec 22, 2022, 2023

David Stangel (Dec 22, 2022 14:57 CST)
Dec 22, 2022

Commissioners Court - Regular Session **36.**

Meeting Date: 01/10/2023

Approval of Service Contract for Sidewalk Repairs at the Juvenile Justice Center with Salvador Santos

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract #2023104 for sidewalk repairs at the Juvenile Justice Center, 200 Wilco Way, Georgetown, TX 78626 by Salvador Santos d/b/a Mayas Concrete in the not-to-exceed amount of $5,760.00 and authorizing the execution of this agreement.

Background

Facilities Management submitted requisition #130774 for sidewalk repairs at the Juvenile Justice Center near the northeast administrative entrance. The attached quote is for services to include the removal of 480 sq. ft. of sidewalk, hauling and disposal of concrete sidewalk, preparation of a 2-inch sand bedding, place 4” depth (min) of class “A” 3000 PSI Concrete with six by six inch (6x6) 6 gauge minimum welded wire fabric place center of flat work, surface texture to match existing with all work being done in accordance with City of Georgetown requirements and cleanup of all debris created by job. Five (5) quotes were obtained by Facilities Management with the lowest bidder being Mayas Concrete for $5,760.00. Funding Source is 01.0100.1045.004509. The point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:29 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:30 AM
Form Started By: Stephanie Robles		Started On: 01/04/2023 12:19 PM
Final Approval Date: 01/05/2023		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
SIDEWALK REPLACEMENT
(JJC Northeast Side)

(Salvador Santos d/b/a Mayas Concrete)

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 **Salvador Santos d/b/a Mayas Concrete (hereinafter "Service Provider")**, 253 Geode Ln. Jarrell, Texas 76537 (ph. 512-677-1416). 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 Quote, dated December 9, 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), 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 $5,760.00.**

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 dated November 16, 2022, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this 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 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:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 202___

SERVICE PROVIDER:

_____
Authorized Signature

Salvadora S. Villanueva
Printed Name

Date: January 2nd, 2023.

Exhibit(s)
Quote – dated November 16, 2022,
Incorporated herein as if copied in full

MAYAS CONCRETE

November 16th, 2022

1821 SE Inner Loop Georgetown TX 78626
County Judge/Official:

Mayas concrete is proposing to provide all labor, material, equipment and supervision necessary to complete the concrete portion of the referenced project above for the lump sum amount of **five thousand seven hundred sixty dollars. ($5,760.00)** This price is based on the field measurements provided by Mayas Concrete Owner. **(Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified.)**

The following items are included in our proposal:

- 480 sq. ft. tear out and hauling
- 480 sq ft pour back 4'' thick
- Wire mash 6X6 inch 6 gauge
- 2'' of concrete sand
- Smooth dowels on the ends of concrete
- Tractor
- Labor and Materials
- Grade
- All concrete is to be 3,000 psi mix class ''A''
- General clean-up of debris generated by our work only **The following items are excluded from our proposal:**

- Any lot preparation/vegetation removal or backfill of any area.
- Any land surveying.
- Material testing, surveying or permits, to be provided by builder.
- Any colored concrete of patterned concrete.
- Road closures and traffic control, if required, to be the responsibility of the builder.
- Termite control.
- Any rock drilling or excavation.
- Water sprinklers

Mayas Concrete
253 Geode In. Jarrell, Texas - salvador@mayasconcrete.com - Office (512) 677-1416

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written below.

_____November 16th_____, 2022.

Prices are only good for thirty days after the above agreement date.

Please feel free to call should you have any questions or if we can be of further assistance.

Sincerely,

Salvador Santos

Authorization to Proceed:

_____

Printed & Signed Name

County Judge/Official

Mayas Concrete

253 Geode In. Jarrell, Texas - salvador@mayasconcrete.com - Office (512) 677-1416

Commissioners Court - Regular Session **37.**

Meeting Date: 01/10/2023

Issuance of Non-binding Letter of Intent Purchasing Strategy for Fiscal Year 2023-2024 Vehicles Countywide Departments

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a Non-binding Letter of Intent (LOI) to secure inventory from the fleet vehicle order banks and authorizing the execution of the LOI.

Background

To enhance Williamson County's vehicle acquisition strategy, the Purchasing Department and Fleet Committee seek to take part in the order bank cycle for fleet vehicles that opens in advance of the county's October 1st budget cycle. To participate, fleet dealerships require a **Non-binding Letter of Intent (LOI)** to secure inventory from the order banks. This LOI, issued in advance of an order bank opening, will be reflective of department's best guess as to what the county's vehicle order will look like in the fall after the budget approval process. Only those vehicles approved by the Commissioner's Court during the budget process shall be purchased with a Purchase Order, however, in October. This strategy is anticipated to save 14+/- months on vehicle delivery time.

The Purchasing Department seeks to utilize available co-op platforms for the Law Enforcement Chevy Tahoe purchases and award a solicitation for the scheduled pick-ups trucks and other vehicles. As pricing for the 2024 models is unknown, the solicitation award will be based on *percentage of mark-up over invoice* for the pick-up trucks and other vehicles. This will award a one-year plus two, one-year renewals.

The Letters of Intent will route back through Commissioner's Court for approval and will require the Judge's signature. Various departmental funding sources as approved for the Fiscal Year 2023-2024. Department Contacts: Joy Simonton and Kevin Teller.

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	01/05/2023 09:29 AM
Form Started By: Joy Simonton		Started On: 01/04/2023 10:41 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **38.**

Meeting Date: 01/10/2023

Authorize Issuing Advertisement for IFB #23IFB26 Fleet Vehicles Fiscal Year 2023-2024 - Countywide Departments

Submitted For: Joy Simonton **Submitted By:** Joy Simonton, 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 Fleet Vehicles Fiscal Year 2023-2024 for various Williamson County Departments under IFB #23IFB26.

Background

Williamson County seeks to purchase new and replacement fleet vehicles in the Fiscal Year 2023-2024. To enhance our acquisition strategy, Williamson County seeks to take part in the Order Bank Cycle for fleet vehicles that opens in advance of the County's October 1st budget cycle. Fleet dealerships require a Non-binding Letter of Intent (LOI) to secure inventory from the Order Banks.

The Purchasing Department seeks to utilize available co-op platforms for the Law Enforcement Chevy Tahoe purchases and award a solicitation for the scheduled pick-up trucks and other vehicles. As pricing for the 2024 models is unknown, the solicitation award will be based on *percentage of mark-up over invoice* for the pick-up trucks and other vehicles. This will award a one-year plus two, one-year renewals.

The Letters of Intent will route back through Commissioner's Court for approval and will require the Judge's signature. Funding Source: Various departmental funding sources as approved for the Fiscal Year 2023-2024. Department Contacts: Joy Simonton and Kevin Teller.

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	01/05/2023 09:27 AM
Form Started By: Joy Simonton		Started On: 12/27/2022 02:47 PM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 01/10/2023

Authorize Issuing IFB #23IFB27 Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay 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 responses for Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay, under IFB #23IFB27.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, prime/tack coating, inlay, and striping crews and equipment to resurface the Brushy Creek and Fern Bluff Intersections Phase 2. The funding source is 01.0200.0210.003599 and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:59 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:03 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:39 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **40.**

Meeting Date: 01/10/2023

Authorize Issuing IFB #23IFB28 Portland Cement 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 responses for Portland Cement, under IFB #23IFB28.

Background

Williamson County is seeking to purchase Type I/II and Type IL Portland Cement, from qualified companies and conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 “Hydraulic Cement”. The funding source is 01.0200.0210.003597 and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:00 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:03 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:39 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 01/10/2023

Chasco 22IFB48 Garden Park CO 1

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 22IFB48 in the amount of -$108,148.48 for Garden Park Subdivision Roadway and Drainage. Funding source: P491.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount was $619,119.00; with the addition of this change order for -$108,148.48, the final contract amount will be $510,970.52.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco 22IFB48 Garden Park CO 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2022 11:55 AM
Form Started By: Vicky Edwards		Started On: 12/28/2022 02:42 PM
Final Approval Date: 12/29/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	22IFB48
Roadway:	*Garden Park Roadway Improvements*
Purchase Order Number:	

5. Describe the work being revised:

Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 12/14/22

By _____

Typed/Printed Name Beth Carpenter

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 19

Amount reduced by this change order: ($108,148.48)

RECOMMENDED FOR EXECUTION:

12/14/22
Project Manager
Construction Observer Date

12/16/22
Design Engineer Date

12/29/22
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 1 *Project #* 22IFB48

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
0100 6002	PREPARING ROW	STA	$2,000.00	17.00	$34,000.00	0.00	17.00	$34,000.00	$0.00
0110 6002	EXCAVATION (CHANNEL)	CY	$20.00	800.00	$16,000.00	0.00	800.00	$16,000.00	$0.00
0132 6001	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	$30.00	430.00	$12,900.00	(430.00)	0.00	$0.00	($12,900.00)
0160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$3.00	4,148.00	$12,444.00	(896.30)	3,251.70	$9,755.10	($2,688.90)
0162 6002	BLOCK SODDING	SY	$6.00	150.00	$900.00	(150.00)	0.00	$0.00	($900.00)
0164 6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.25	4,145.00	$1,036.25	4,855.00	9,000.00	$2,250.00	$1,213.75
0166 6001	FERTILIZER	AC	$1,000.00	1.00	$1,000.00	(0.38)	0.62	$620.00	($380.00)
0168 6001	VEGETATIVE WATERING	MG	$20.00	155.00	$3,100.00	(155.00)	0.00	$0.00	($3,100.00)
0169 6001	SOIL RETENTION BLANKETS (CL1) (TY A)	SY	$2.00	915.00	$1,830.00	(915.00)	0.00	$0.00	($1,830.00)
0247 6056	FL BS (CMP IN PLC) (TY D GR 4) (FINAL POS)	CY	$60.00	613.00	$36,780.00	(581.38)	31.62	$1,897.20	($34,882.80)
0275 6001	CEMENT	TON	$175.00	66.00	$11,550.00	17.46	83.46	$14,605.50	$3,055.50
0275 6011	CEMENT TREAT (EXIST MATL) (8")	SY	$12.75	4,412.00	$56,253.00	0.00	4,412.00	$56,253.00	$0.00
0310 6027	PRIME COAT (MC-30 OR AE-P)	GAL	$5.00	882.00	$4,410.00	(232.00)	650.00	$3,250.00	($1,160.00)
0316 6175	AGGR (TY-B GR-4 SAC-B)	CY	$200.00	40.00	$8,000.00	1.66	41.66	$8,332.00	$332.00
0316 6466	ASHP (CHFRS-2P OR CRS-2P)	GAL	$4.50	1,544.00	$6,948.00	(89.00)	1,455.00	$6,547.50	($400.50)
0340 6122	D-GR HMA(SQ) TY-D PG70-22	TON	$120.00	484.00	$58,080.00	42.02	526.02	$63,122.40	$5,042.40
0354 6042	PLANE ASHP CONC PAV (8")	SY	$5.00	4,335.00	$21,675.00	0.00	4,335.00	$21,675.00	$0.00
0432 6002	RIPRAP (CONC) (5IN)	CY	$375.00	16.00	$6,000.00	(15.00)	1.00	$375.00	($5,625.00)
0460 6009	CMP AR (GAL STL DES 2)	LF	$90.00	530.00	$47,700.00	(174.50)	355.50	$31,995.00	($15,705.00)
0460 6010	CMP AR (GAL STL DES 3)	LF	$110.00	144.00	$15,840.00	49.00	193.00	$21,230.00	$5,390.00
0460 6011	CMP AR (GAL STL DES 4)	LF	$160.00	70.00	$11,200.00	0.00	70.00	$11,200.00	$0.00
0467 6523	SET (TY II) (DES 2) (CMP) (4:1) (C)	EA	$1,900.00	2.00	$3,800.00	0.00	2.00	$3,800.00	$0.00
0467 6525	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	$2,000.00	32.00	$64,000.00	(16.00)	16.00	$32,000.00	($32,000.00)
0467 6532	SET (TY II) (DES 3) (CMP) (3:1) (C)	EA	$2,600.00	2.00	$5,200.00	(1.00)	1.00	$2,600.00	($2,600.00)
0467 6537	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	$2,800.00	1.00	$2,800.00	0.00	1.00	$2,800.00	$0.00
0467 6546	SET (TY II) (DES 4) (CMP) (3:1) (C)	EA	$3,700.00	4.00	$14,800.00	0.00	4.00	$14,800.00	$0.00
0496 6007	REMOV STR (PIPE)	LF	$25.00	78.00	$1,950.00	0.00	78.00	$1,950.00	$0.00
0496 6050	REMOV STR (DRIVEWAY CULVERT)	EA	$500.00	18.00	$9,000.00	(8.00)	10.00	$5,000.00	($4,000.00)
0500 6001	MOBILIZATION	LS	$59,509.00	1.00	$59,509.00	0.00	1.00	$59,509.00	$0.00
0502 6001	BARICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,000.00	2.00	$6,000.00	1.00	3.00	$9,000.00	$3,000.00
0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$25.00	48.00	$1,200.00	(48.00)	0.00	$0.00	($1,200.00)
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	$5.00	48.00	$240.00	(48.00)	0.00	$0.00	($240.00)
0506 6020	CONSTRUTION EXITS (INSTALL) (TY 1)	SY	$12.00	110.00	$1,320.00	(110.00)	0.00	$0.00	($1,320.00)
0506 6024	CONSTRUCTION EXITS (REMOVE)	SY	$5.00	110.00	$550.00	(110.00)	0.00	$0.00	($550.00)
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.00	2,655.00	$7,965.00	143.50	2,798.50	$8,395.50	$430.50
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.25	2,655.00	$663.75	143.50	2,798.50	$699.63	$35.88
0530 6004	DRIVEWAYS (CONC)	SY	$115.00	491.00	$56,465.00	(0.90)	490.10	$56,361.50	($103.50)
0530 6005	DRIVEWAYS (ACP)	SY	$60.00	231.00	$13,860.00	(84.38)	146.62	$8,797.20	($5,062.80)
0560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$215.00	10.00	$2,150.00	0.00	10.00	$2,150.00	$0.00
					$619,119.00			$510,970.53	($108,148.48)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **42.**

Meeting Date: 01/10/2023

88th Legislative Session Update

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	01/05/2023 09:55 AM
Form Started By: Becky Pruitt		Started On: 01/05/2023 09:51 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **43.**

Meeting Date: 01/10/2023

Special Session Commissioner's Court Tuesday January 24 2023

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Strategic Planning Workshop Meeting to be held by the Williamson County Commissioners Court at the Georgetown Annex located at 100 Wilco Way, Georgetown, TX 78626 on January 24, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	01/06/2023 01:57 PM
Form Started By: Becky Pruitt		Started On: 01/06/2023 01:52 PM
Final Approval Date: 01/06/2023		

Commissioners Court - Regular Session **44.**

Meeting Date: 01/10/2023

Special Session EO and DH Workshop January 25 2023

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Williamson County Elected Officials and Department Directors Workshop Meeting to be held by the Williamson County Commissioners Court at the Sheraton Georgetown Hotel & Conference Center located at 1101 Woodlawn Street, Georgetown, TX 78628 on January 25, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	01/06/2023 01:57 PM
Form Started By: Becky Pruitt		Started On: 01/06/2023 01:55 PM
Final Approval Date: 01/06/2023		

Commissioners Court - Regular Session **45.**

Meeting Date: 01/10/2023

ARPA Agreement City of Thrall

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 Thrall for Infrastructure Improvements to the Disinfectant Booster System 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 $500,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Thrall ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2022 11:55 AM
Form Started By: Julie Kiley		Started On: 12/29/2022 10:39 AM
Final Approval Date: 12/29/2022		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF THRALL FOR THE ARP PROJECT

WITH FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and City of Thrall ("SUBRECIPIENT"), (collectively, the "Parties"). 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:

The proposed project is to construct a new disinfectant booster system so that the City of Thrall can increase the potable water disinfection concentration in the existing water line located along the north side of Hwy. 79 from Taylor to Thrall. This project falls under Category 5.10 Drinking Water: Treatment.

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 $500,000.00 **(FIVE HUNDRED 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:

City of Thrall
P.O. Box 346
104 S. Main Street
Thrall, Texas 76578

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 ("Effective Date").

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SUBRECIPIENT:

Authorized Signature

Troy Marx
Printed Name

Date: October 19, 2022

APPENDIX A – Scope of Services

Construct a potable water system disinfection system.

The proposed project is to construct a new disinfectant booster system so that the City of Thrall can increase the potable water disinfection concentration in the existing water line located along the north side of Hwy. 79 from Taylor to Thrall.

The City of Thrall has experienced low levels of disinfection residuals in the water line from Taylor to the City of Thrall water distribution line.

The Texas Commission on Environmental Quality (TCEQ) sets minimum disinfection residual requirements in public drinking water systems.

The City of Thrall currently flushes this water line when it is determined that low disinfectant concentrations exist in the system to maintain TCEQ compliance.

The existing water line provides direct service to City of Thrall water customers along Hwy. 79 from the wholesale water take point between Taylor and Thrall.

The water line also provides potable water to the City of Thrall via the existing Thrall Water Plant where it is currently stored, pumped and pressurized into the City's existing elevated storage tank then distributed to City of Thrall residents and water customers.

This project falls under Category 5.10 Drinking Water: Treatment.

APPENDIX B – Program or Project Budget /Allowable Expenses

Project Budget is $500,000.

Commissioners Court - Regular Session **46.**

Meeting Date: 01/10/2023

Team Rubicon Fire Mitigation Project at Twin Springs Preserve

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action on the approval of Team Rubicon performing a fire mitigation project at Twin Springs Preserve on January 11 to 15, 2023.

Background

Team Rubicon, Inc. is a 5013(c) organization that is volunteering to mitigate the fire potential for Twin Springs Preserve. Team Rubicon will construct a shaded fuel break at no cost to the county and Team Rubicon will be able to certify their volunteers in operating a chain saw.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TR Release Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2023 10:55 AM
Form Started By: Michael Shoe		Started On: 12/19/2022 04:34 PM
Final Approval Date: 01/04/2023		

USE, LIABILITY AND INDEMNITY AGREEMENT

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the entity named herein below ("User") relating to the User's use of County's real property, as more fully described herein below.

II. PURPOSE

County owns property known as the Twin Springs Preserve being located near adjacent residential subdivisions. The Twin Springs Preserve contains environmentally sensitive features. County needs to maintain fuel breaks within the Twin Springs Preserve, which adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the "Project").

User is need of training and certifying individuals in the use of a chainsaws. In consideration for allowing User to use the County's Twin Springs Preserve for purposes of chainsaw training, User has agreed to perform the Project; and the County hereby agrees to permit User to use the Twin Springs Preserve for said limited purpose.

III. LIABILITY AND INDEMNIFICATION

USER, IN USING THE COUNTY'S TWIN SPRINGS PRESERVE DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY USER OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, IN, ON OR ABOUT THE COUNTY'S TWIN SPRINGS PRESERVE , OR OF ANY OTHER PORTION OF THE COUNTY'S PROPERTY, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE COUNTY'S TWIN SPRINGS PRESERVE , UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. USER ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO USER, ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR ABOUT THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S TWIN SPRINGS PRESERVE , UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

USER SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY'S TWIN SPRINGS PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW USER TO USE THE COUNTY'S PROPERTY, USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE COUNTY'S TWIN SPRINGS PRESERVE BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE USER OR ITS AGENTS, CONTRACTORS,

EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE USER HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, , OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

User shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the User's use of the County's Twin Springs Preserve. User shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, or guests, all other persons in, on or around the County's Twin Springs Preserve and all property in, on or around the County's Twin Springs Preserve, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. User hereby agrees to obtain insurance with coverage limits acceptable to County and name County as an Additional Insured.

The terms of this Liability and Indemnification provision shall survive any termination of this Agreement.

IV. TERM OF AGREEMENT

The User shall be allowed to use the County's Twin Springs Preserve from **6:00 a.m. on January 12, 2023, until 12:00 p.m. on January 15, 2023.**

EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE DATE OF THE LAST PARTY'S EXECUTION BELOW:

County:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626

Date: _____ _____, 20___

By: _____
Bill Gravell, Jr.
Williamson County Judge

User:

Team Rubicon, Inc.
6171 W. Century Blvd.
Suite 310
Los Angeles, CA 90045

Date: December 16, 2022

By: Andrew Hanna

_____

Printed Name: Andrew Hanna

Official Capacity: Deputy Director
Operations- South Branch

Commissioners Court - Regular Session **47.**

Meeting Date: 01/10/2023

Parks Department Fees

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a new fee for the Parks Department for use of the running track at Southwest Williamson County Regional Park.

Background

In an effort to better manage the increased use of the running track by organized groups at the Southwest Williamson County Regional Park, there is a need to establish a portion of the track (3 lanes) as reservable/rentable space. A newly proposed $15/hourly fee will afford user groups the opportunity to secure the space, while still ensuring track space is available for general public users on a first-come, first-served basis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Park Fees - revised January 2023 - redline

Park Fees - revised January 2023 - Final

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2023 03:15 PM
Form Started By: Russell Fishbeck		Started On: 12/29/2022 05:00 PM
Final Approval Date: 01/04/2023		

Berry Springs Park & Preserve

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Tonkawa Pavilion	64	Half Day; 9am to 2pm **or** 3pm to 8pm	Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	$ 100	*$90 w/ Park Pass
Birthday Mill Pavilion	32	Half Day; 9am to 2pm or 3pm to 8pm	No Electricity	$ 35	*$25 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	$ 50	*$40 w/ Park Pass
Amphitheater	55	Half Day; 9am to 2 pm **or** 3pm to 8pm	Electricity	$ 35	*$25 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	$ 50	*$40 w/ Park Pass
Fire Ring	55	Half Day 9am to 2pm or 3pm to 8pm	No Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	$ 100	*$90 w/ Park Pass
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	$ 20	*$18 w/ Park Pass
	16/site	Site 2 (double site) (per night)	No Electricity	$ 30	*$28 w/ Park Pass
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	$ 10	*$8 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		$ 5	

Champion Park

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm	Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	$ 100	*$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm **or** 3 pm to 8 pm	Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	$ 100	*$90 w/ Park Pass

Southwest Williamson County Regional Park

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 65	*$55 w/ Park Pass
		Full Day, 9 am to 8 pm		$ 100	*$90 w/ Park Pass
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 65	*$55 w/ Park Pass
		Full Day, 9 am to 8 pm		$ 100	*$90 w/ Park Pass
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm **or** 3 pm to 8pm		$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm		$ 100	*$90 w/ Park Pass
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm **or** 3pm to 8pm		$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm		$ 100	*$90 w/ Park Pass
Pebble South Pavilion (Inside Splash Pad)	24	10am to 1pm **or** 3 pm to 6pm		$ 50	*$40 w/ Park Pass
Pebble North Pavilion (Inside Splash Pad)	24	10am to 1pm **or** 3 pm to 6pm		$ 50	*$40 w/ Park Pass
Splash Pad Entry		Daily Use Fee (per person)		$ 2	
Softball Field North & South	practices, games, tournaments	Per 2 hours		$ 40	
		Full Day Rental		$ 175	
		Lights (per hour)		$ 25	
		Field Prep - Striping		$ 20	
		Scoreboard use per day (Tournament & League Games Only)		$ 50	
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per playing field)		$ 50	
		Lights (per hour) (Fields 7, 8, 9)		$ 25	
Stadium (Field 6) for Soccer Games	practices, games, tournaments	Fully lined field (per hour per playing field)		$ 50	
		Lights per hour		$ 25	
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		$ 500	
		Staff time while facility in use (per hour)		$ 25	
Track		3 lane rental per hour (does not inlcude lights)		$ 15	
Tennis Court		Court rental per reservation per person		$ 4	
Basketball Courts		Single court per hour; includes lights if applicable		$ 15	
Disc Golf		Daily Use Fee (per person)		$ 2	*Free w/ Park Pass
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		$ 125	

River Ranch County Park

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Day Use Fee		12 and under		Free	
Day Use Fee		13 to 64 (per person)		$ 2	*Free w/ Park Pass
Day Use Fee		65 and older		$ 1	*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Suviving Spouse license plates)		Free	
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		$ 1	*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		$ 8	*$5 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	$ 12	*$8 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	$ 16	*$12 w/ Park Pass
RV Campsite - 24	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	$ 24	*$20 w/ Park Pass
RV Campsite - 2	8	Per night/site - (no day use fee required with overnight camping)	Water-Electric-Sewer; restrooms w/ showers in area	$ 30	*$26 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		$ 5	
Dump Station Use Fee		Dump only		$ 10	
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	$ 50	*$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	$ 50	*$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm		$ 100	*$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		$ 200	
		Extended use fee 5pm-9pm		$ 40	
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		$ 100	
		Extended use fee 5pm-9pm		$ 20	
Amphitheater	100	Half Day; 8 am to 12 pm **or** 1 pm to 5 pm		$ 60	
		Extended use fee 5pm-9pm		$ 20	
		Full Day; 8am-5pm		$ 100	
		Extended use fee 5pm-9pm		$ 20	

Miscellaneous

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Overflow Parking		For Special Events - per vehicle		$ 3	
Safety Cone Rental		For Special Events - per safety cone		$ 1	
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)		$ 25	
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)		Variable	
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)		10%	
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)		$ 50	
Special Events (Specific Requests)		Staff ($25/hour) + cost of resources		Variable	
Additional Lining of Athletic Fields		Cost of paint + staff time ($25/hour) + equipment		Variable	
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)		Variable	
Park Pass *	Benefits	**Day use discount:** Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motrocycle = cardholder and up to 14 others entering in same manner). Cardholder must be present. **Overnight camping discounts:** Overnight camping discounts at Berry Springs & River Ranch Overnight camping discount at Expo Center (restrictions apply) **Group facility discounts:** Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch **Other discounts:** Unlimited day use of disc golf course (restrictions apply) Discount on Open Arena Ride at Expo Center 10% discount on Park Store purchases (when store operational) Equestrian Use Fee discount at River Ranch		$ 50	
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		$ 15	

Berry Springs Park & Preserve

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Tonkawa Pavilion	64	Half Day; 9am to 2pm **or** 3pm to 8pm	Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	$ 100	*$90 w/ Park Pass
Birthday Mill Pavilion	32	Half Day; 9am to 2pm or 3pm to 8pm	No Electricity	$ 35	*$25 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	$ 50	*$40 w/ Park Pass
Amphitheater	55	Half Day; 9am to 2 pm **or** 3pm to 8pm	Electricity	$ 35	*$25 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	$ 50	*$40 w/ Park Pass
Fire Ring	55	Half Day 9am to 2pm or 3pm to 8pm	No Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	$ 100	*$90 w/ Park Pass
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	$ 20	*$18 w/ Park Pass
	16/site	Site 2 (double site) (per night)	No Electricity	$ 30	*$28 w/ Park Pass
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	$ 10	*$8 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		$ 5	

Champion Park

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm	Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	$ 100	*$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm **or** 3 pm to 8 pm	Electricity	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	$ 100	*$90 w/ Park Pass

Southwest Williamson County Regional Park

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 65	*$55 w/ Park Pass
		Full Day, 9 am to 8 pm		$ 100	*$90 w/ Park Pass
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 65	*$55 w/ Park Pass
		Full Day, 9 am to 8 pm		$ 100	*$90 w/ Park Pass
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm **or** 3 pm to 8pm		$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm		$ 100	*$90 w/ Park Pass
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm **or** 3pm to 8pm		$ 65	*$55 w/ Park Pass
		Full Day; 9am to 8pm		$ 100	*$90 w/ Park Pass
Pebble South Pavilion (Inside Splash Pad)	24	10am to 1pm **or** 3 pm to 6pm		$ 50	*$40 w/ Park Pass
Pebble North Pavilion (Inside Splash Pad)	24	10am to 1pm **or** 3 pm to 6pm		$ 50	*$40 w/ Park Pass
Splash Pad Entry		Daily Use Fee (per person)		$ 2	
Softball Field North & South	practices, games, tournaments	Per 2 hours		$ 40	
		Full Day Rental		$ 175	
		Lights (per hour)		$ 25	
		Field Prep - Striping		$ 20	
		Scoreboard use per day (Tournament & League Games Only)		$ 50	
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per playing field)		$ 50	
		Lights (per hour) (Fields 7, 8, 9)		$ 25	
Stadium (Field 6) for Soccer Games	practices, games, tournaments	Fully lined field (per hour per playing field)		$ 50	
		Lights per hour		$ 25	
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		$ 500	
		Staff time while facility in use (per hour)		$ 25	
Track		3 lane rental per hour (does not inlcude lights)		$ 15	
Tennis Court		Court rental per reservation per person		$ 4	
Basketball Courts		Single court per hour; includes lights if applicable		$ 15	
Disc Golf		Daily Use Fee (per person)		$ 2	*Free w/ Park Pass
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		$ 125	

River Ranch County Park

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Day Use Fee		12 and under		Free	
Day Use Fee		13 to 64 (per person)		$ 2	*Free w/ Park Pass
Day Use Fee		65 and older		$ 1	*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Suviving Spouse license plates)		Free	
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		$ 1	*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		$ 8	*$5 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	$ 12	*$8 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	$ 16	*$12 w/ Park Pass
RV Campsite - 24	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	$ 24	*$20 w/ Park Pass
RV Campsite - 2	8	Per night/site - (no day use fee required with overnight camping)	Water-Electric-Sewer; restrooms w/ showers in area	$ 30	*$26 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		$ 5	
Dump Station Use Fee		Dump only		$ 10	
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	$ 50	*$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	$ 50	*$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm		$ 100	*$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		$ 200	
		Extended use fee 5pm-9pm		$ 40	
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		$ 100	
		Extended use fee 5pm-9pm		$ 20	
Amphitheater	100	Half Day; 8 am to 12 pm **or** 1 pm to 5 pm		$ 60	
		Extended use fee 5pm-9pm		$ 20	
		Full Day; 8am-5pm		$ 100	
		Extended use fee 5pm-9pm		$ 20	

Miscellaneous

Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Overflow Parking		For Special Events - per vehicle		$ 3	
Safety Cone Rental		For Special Events - per safety cone		$ 1	
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)		$ 25	
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)		Variable	
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)		10%	
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)		$ 50	
Special Events (Specific Requests)		Staff ($25/hour) + cost of resources		Variable	
Additional Lining of Athletic Fields		Cost of paint + staff time ($25/hour) + equipment		Variable	
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)		Variable	
Park Pass *	Benefits	**Day use discount:** Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motrocycle = cardholder and up to 14 others entering in same manner). Cardholder must be present. **Overnight camping discounts:** Overnight camping discounts at Berry Springs & River Ranch Overnight camping discount at Expo Center (restrictions apply) **Group facility discounts:** Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch **Other discounts:** Unlimited day use of disc golf course (restrictions apply) Discount on Open Arena Ride at Expo Center 10% discount on Park Store purchases (when store operational) Equestrian Use Fee discount at River Ranch		$ 50	
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		$ 15	

Commissioners Court - Regular Session **48.**

Meeting Date: 01/10/2023

Parks Department Reservation Cancellation and Refund Policy

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the revised Parks Department reservation cancellation and refund policy.

Background

The Parks Department is revising the reservation cancellation and refund policy to:
1. Clarify various process requirements, and
2. Adding a process for the cricket facilities as they are managed differently than the other sports fields and amenities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Parks Cancellation Policy - rev 1.10.23 - Redline

Wilco Parks Cancellation Policy - rev 1.10.23 - Final

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2023 03:16 PM
Form Started By: Russell Fishbeck		Started On: 01/04/2023 12:38 PM
Final Approval Date: 01/04/2023		

~~Parks Department~~

Reservation Cancellation/Refund Policy

Revised: January 10, 2023~~December 16, 2022~~

Reservations for specific campsites, group facilities (Pavilions, Amphitheater, Fire Ring) ~~and sports fields~~ can be made up to 365 days in advance for the following Williamson County Parks:

- Berry Springs Park & Preserve
- Champion Park
- River Ranch County Park
- Southwest Williamson County Regional Park

Reservations for sports fields/facilities vary by sport and/or season. Click here for more information: https://www.wilco.org/Departments/Parks/County-Parks-Trails/Southwest-Williamson-County-Regional-Park

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Additional reservation information is located at the following:

- http://www.wilco.org/parks
- https://anc.apm.activecommunities.com/wilcotxparks/home?onlineSiteId=0&from_original_cui=true

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Reservation information for the Expo Center is located at: https://www.wilcoexpo.com/p/rentals

Administrative charges and facility use fees are subject to change at any time. If fees change, the fees in effect when the reservation was confirmed is the fee(s) that will ~~be~~ apply.

CHANGING OR CANCELLING A RESERVATION

Overnight camping:

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of $10 per campsite, up to a maximum charge of $50 when the reservation includes multiple campsites.
    a. If the total reservation cost is less than $10, the administrative charge will be the cost of the reservation.
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Group Facilities (Pavilions, Amphitheater, Fire Ring)

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of $10 per group facility (e.g. pavilion, amphitheater, fire ring).
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Sports Fields (excluding Cricket Field and Cricket Nets)

1. Payment is required at time of reservation in order to confirm a reservation(s).~~Upon receipt and review of a **reservation request**, an invoice with booking details will be sent for you to verify the accuracy of information. Verification and changes, **along with payment**, are due by the date noted on the invoice. If payment is not received by that date, the reservation request will be cancelled without notification.~~
2. A **one-time** reservation change or cancellation is allowed without being assessed an administrative charge if the change or cancellation is 61 days or more from arrival date.
3. **Subsequent** reservation change(s) or cancellation(s) will be assessed an administrative charge as follows:
    a. The administrative charge is 25% of amount paid for Sports Field(s) rental if change or cancellation is between 31-60 days from arrival date. (cancellation fee does not apply to light rental)
    b. The administrative charge is 50% of amount paid for Sports Field(s) rental if change or cancellation is between 15-30 days from arrival date. (cancellation fee does not apply to light rental)
    c. The administrative charge is 100% of amount paid for Sports Field(s) rental if change or cancellation is 14 days or less from arrival date. (cancellation fee does not apply to light rental)
4. Reservation changes must be **re**scheduled within the respective sport season (e.g. spring, fall, etc.)

Basketball Courts

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of $10 per reservation.
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Cricket Field and Cricket Nets

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 7 days in advance of arrival date.
3. Reservation changes 7 days or less from arrival date will be assessed an administrative charge of $10 per reservation.
4. Reservation cancellations 7 days or less from arrival date will result in forfeiture of entire amount paid.

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RAINOUTS

Be sure to call the rainout number (512-943-3366) on inclement weather days to confirm field/facility playing conditions.

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If your reservation for a sports field/facility rental is "rained out" due to inclement weather, **it is your responsibility** to contact the Parks HQ at 512-943-1920 within 7 calendar days from the date of your sports field/facility reservation to reschedule or request a refund; **otherwise your reservation fee will be forfeited**.

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EXTENUATING CIRCUMSTANCES

The Parks Department reserves the right to restrict, limit or cancel reservation(s) due to abuse and/or conditions and situations beyond our control. Some examples of when this might apply are related to extreme weather conditions, unexpected maintenance/repairs and interrupted utility system operations. In these cases, a full refund will be issued for any unused portion(s) of the reservation. Advanced notice will be issued as soon as possible, but in some cases like weather related conditions, those decisions may not be confirmed until the conditions actually exist. A forecast for extreme weather conditions may not actually materialize.

PAYMENT METHODS

Reservation payments can be made as follows:

- Cash
- Checks (payable to Williamson County)
    - Returned checks will be assessed a $30 fee.
- Credit/Debit Cards
    - Visa, Mastercard, Discover

Reservation Cancellation/Refund Policy

Revised: January 10, 2023

Reservations for specific campsites, group facilities (Pavilions, Amphitheater, Fire Ring) can be made up to 365 days in advance for the following Williamson County Parks:

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Reservation payments can be made as follows:

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    - Returned checks will be assessed a $30 fee.
- Credit/Debit Cards
    - Visa, Mastercard, Discover

Commissioners Court - Regular Session **49.**

Meeting Date: 01/10/2023

EMT - B

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on reclassifying nine Emergency Medical Services Paramedic positions to Emergency Medical Technical Basic positions and adding an Advanced - EMT stipend.

Background

Over the past year Emergency Medical Services (EMS) has partnered with Human Resources (HR) to review market data and industry trends. Both HR and EMS support changing the overall staffing strategy for EMS and reclassifying nine vacant positions from Paramedics - B.22 to Emergency Medical Technician - Basic (EMT - B) - B.18. Positions reclassified would be 0842, 0858, 0876, 0886, 2045, 2046, 2047, 2048, and 2049. If approved, this would be effective the pay period starting 1/20/2023. This would enable us to tap into a larger applicant pool to fill much needed positions. We would also recommend adding an Advanced - EMT stipend of $300 per month available for EMT - B incumbents when they become credentialed. No additional funding would be needed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Basic

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2023 11:00 AM
Form Started By: Rebecca Clemons		Started On: 01/04/2023 08:48 AM
Final Approval Date: 01/04/2023		

EMT - BASIC

Reclassification of nine EMS Paramedic (B.22/$44,489) positions to Emergency Medical Technician-Basic (B.18/$36,525) positions.

- Position numbers: 0842, 0858, 0876, 0886, 2045, 2046, 2047, 2048, 2049

- Advanced-EMT stipend of $300/month available when EMT-B incumbents become credentialed.

Commissioners Court - Regular Session **50.**

Meeting Date: 01/10/2023

Approval of Blanket Purchase Order for Fuelman Fuel Cards for Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $190,000.00 pursuant to Omnia Partners co-op contract #R161501.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the second quarter of the fiscal year for the Fuelman Fuel Cards, the system used for Sheriff's Office employees to buy fuel. Budget has reviewed this purchase. This expenditure will be charged to 01.0100.0560.003301 as per FY23 budget. Department contact is Chief Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:50 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:46 AM
Form Started By: Erica Smith		Started On: 01/03/2023 10:17 AM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **51.**

Meeting Date: 01/10/2023

Approval of Addendum for the Master Service Agreement for Elevator Inspections and Repair/Maintenan

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the first addendum for the Master Service Agreement approved under agenda item #19 on 9/28/2021 between TK Elevator Corporation and Williamson County for Elevator Inspections and Repair/Maintenance Services, in the not-to-exceed amount of $250,000.00 and as per Omnia Contract #R200502, and authorizing the execution of the addendum.

Background

This addendum to the Master Services Agreement is covered under Omnia #R200502 and is for the increase of the not-to-exceed-amount from the most recent approved contract which was $72,053.76 approved on 09/28/2021 under agenda item #19, to the new not-to-exceed amount of $250,000.00. This addendum will also match the initial term and two (2) one-year (12 month) auto-renewals to make it match the terms of the Omnia #R200502 which will take this Master Service Agreement to September 30, 2025. Funding was approved in the FY22 budget. This expenditure may be charged to various funds/ line items, such as, but not limited to: 01.0100.0509.4509, 01.0100.0509.4510, 01.0100.0509.5300 and other department specific line items and projects, if necessary. Facilities Department point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Original Contract 2021

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 09:44 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:39 AM
Form Started By: Kim Chappius		Started On: 12/20/2022 03:20 PM
Final Approval Date: 01/05/2023		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ADDENDUM FOR
MASTER SERVICES CONTRACT
FOR ELEVATOR INSPECTIONS
AND REPAIR/MAINTENANCE
SERVICES

(ThyssenKrupp, Omnia Coop Contract #R200502 for Maintenance; and Proposal dated 7/28/21 with SOW for Inspections)

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

THIS ADDENDUM TO MASTER SERVICES CONTRACT FOR ELEVATOR INSPECTIONS AND REPAIR/MAINTENANCE SERVICES 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 **TK Elevator Corporation** (hereinafter "Service Provider" or "Provider"), with offices located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The parties originally entered into an Agreement on September 28, 2021. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Section V of the original contract is revised in its entirety and shall be replaced with the following:

Consideration and Compensation: Service Provider will be compensated based on the attached Omnia Coop Contract #R200502 (maintenance) and Statement of Work/Fee Proposal, dated July 28, 2021 (inspection), which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $250,000.00 during any applicable County fiscal year (October 1st through September 30th), unless amended in writing in the form of an addendum signed by all parties and approved**

by the Williamson County Commissioners Court. Additionally, Texas law mandates as follows:

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.

II.

Section XIV of the original contract is revised in its entirety and shall be replaced with the following:

Effective Date and Term: The initial term of this contract shall be in full force and effect when signed by all parties and shall continue until September 30, 2023, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph XII. This contract will have two (2) additional one (1) year automatic renewals and will automatically renew on October 1, 2023, and October 1, 2024 for said one (1) year terms.

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	SERVICE PROVIDER:
_____	Donna L Sams
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: December 19, 2022

Omnia Partners Group – Contract # R200502

for the Protection of Vertical Transportation Equipment

thyssenkrupp

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this _1st day of October, 2021 by and between _Williamson County Tx, a political subdiviison of the State of Texas, having an address of 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter referred to as "County"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and County or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The County is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The County and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of County's vertical transportation equipment as further described in this Agreement. Under the Agreement the County may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by County. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the County.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the County). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the County and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the County on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep County's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service County's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. County will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at County's sole expense.

The Service Provider may propose changes to the Services by informing the County in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of County Satisfaction

3.1 In the event that County elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The County and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of County. County shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to County's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for County's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot County's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in County's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocation requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of County.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of County.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to County's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to

make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the County's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of County's negligence or County's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in County's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the County, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of
one (1) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive one (1) year periods thereafter, unless either party timely serves written notice upon the other

party of its intention to cancel at least ninety (90) days before the end of the initial one (1) year period, or ninety (90) days before the end of any subsequent one (1) renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the County, County agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the County. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide County with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to County of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the County during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable County shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to County.

Before the commencement of the Services, Service Provider shall submit to County a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to County.

Workers' Compensation Statutory Limits

Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. COUNTY RESPONSIBLITIES:

Product Information. County agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. County agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain County's property.

Safety. County agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. County agrees to report immediately any condition that may indicate the need for correction before the next regular examination. County agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. County agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. County agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. County also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, County will contract with others for removal and the proper handling of such liquids.

Other. County agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. County agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, County agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the County only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the County's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

County may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the County; use subcontractors for the performance of any Services purchased by the County under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the County under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the County shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the County to act in a like manner. Should the County suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 County hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. County further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the County and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR COUNTY HERE

TK Elevator Corporation
3100 Interstate North Circle SE Suite 500
Atlanta, GA 30339
Attn: International Account Contract Administrator
FILL IN FAX NUMBER

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

PURCHASING COMPANY NAME

BY: Bill Gravell (Oct 5, 2021 16:31 CDT)
Signature of Authorized Individual

TITLE: County Judge

DATE: Oct 5, 2021

TK ELEVATOR CORP.

BY: Rebeca O'Connor

TITLE: Branch Account Executive

DATE: 8/09/2021

TK CORP.APPROVAL:

BY:

TITLE: National Accounts Executive

DATE:

Exhibit "A"
Williamson County - Platinum Service Agreement
Fiscal 2022

TK Elevator agrees to maintain Counties elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Building Name	Unit Location	City	Postal Code	Unit Serial #	Contract #	2021 Monthly Contract	Billing Frequency
355 TEXAS AVE BLDG	355 TEXAS AVE	ROUND ROCK	78664-2565	[redacted]	[redacted]	$ 220.38	Annually
WMSN CO ANNEX	100 WILCO WAY	GEORGETOWN	78626-2595	[redacted]	[redacted]	$ 239.76	Annually
WMSN CO ANNEX	100 WILCO WAY	GEORGETOWN	78626-2595	[redacted]	[redacted]	$ 239.76	Annually
WMSN CO COURTHOUSE	710 S MAIN ST	GEORGETOWN	78626-5703	[redacted]	[redacted]	$ 231.40	Annually
WMSN CO GARAGE	305 W 4TH ST	GEORGETOWN	78626-5619	[redacted]	[redacted]	$ 231.40	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.78	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 208.79	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	[redacted]	[redacted]	$ 239.98	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.41	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.41	Annually
WMSN CO JUSTICE-N	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 205.43	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO JUSTICE-S	405 MLK ST	GEORGETOWN	78626-4901	[redacted]	[redacted]	$ 219.42	Annually
WMSN CO MUSEUM	716 S AUSTIN AVE	GEORGETOWN	78626-5709	[redacted]	[redacted]	$ 205.69	Annually
WMSN CO NORTH CAMPUS EMS TRAINING	3189 SE INNER LOOP	GEORGETOWN	78626-6388	[redacted]	[redacted]	$ 234.34	Annually
WMSN CO PR 2-CP	350 DISCOVERY BLVD	CEDAR PARK	78613-2260	[redacted]	[redacted]	$ 205.75	Annually
WMSN CO TAYLOR ANN	412 VANCE ST	TAYLOR	76574-3506	[redacted]	[redacted]	$ 231.40	Annually
	Contract Monthly Price					$	6,004.48

Work Order – Inspection Proposal

Date: July 28, 2021
Attention: Jeff Hancock / Christi Stromberg
Williamson County Facilities
Address: 3101 SE Inner Loop

City: Georgetown, TX 78626-6317

Building: Williamson County

Address: see attached list
Contract #: US[redacted](C201US)
Serial #: 25 units: see attached list

Provide billing address if different from the mailing address above:

Rt: 23

Purchaser authorizes TK Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Tests for your elevators are due by January 9, 2021. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of TKE-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspections and the additional services listed above will be $11,246.00. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

TK Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a $20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711.
There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of TK Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized TK Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of **50%** upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please **return one** (1) signed copy with your payment to the **Austin address** listed below.

Accepted: Please execute completely to ensure current contact information in our data base

WILLIAMSON COUNTY FACILITIES

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

Contact Person_____

Telephone No:_____ Ext:_____
Send report(s) to this
Email Address:_____

Building Access Issues?:_____

TK ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: KRhoades
(TK Elevator Representative)
Krissy Rhoades, QEI Coordinator
(512) 486-1010, fax: (866) 768-9304
krissy.reeder@tkelevator.com

Date: July 28, 2021

Approved by:_____

Title: Sales Mgr Date:_____

WILLIAMSON COUNTY
ELEVATOR EQUIPMENT
SAFETY TESTS DUE DURING THE MONTH OF JANUARY 2021

CONTRACT #: US[redacted](C201US)

JOB NAME AND ADDRESS	ELEV #		SERIAL #	US #	ELBI	DECAL #	CAPACITY	SPEED	PRICE
JUSTICE CENTER - SOUTH	1	DOVER OIL	[redacted]	US90099	2654	013824	2500	125	$410
405 MARTIN LUTHER KING	2	DOVER OIL	[redacted]	US90100		013823	2500	125	$410
GEORGETOWN 78626	3	DOVER OIL	[redacted]	US90101		013822	2100	100	$410
	4	DOVER OIL	[redacted]	US90102		043117	2100	100	$410
	5	DOVER OIL	[redacted]	US90103		013821	2100	100	$410
JUSTICE CENTER - NORTH	6	TKE OIL	[redacted]	US90388	18599	057609	5000	150	$410
405 MARTIN LUTHER KING	7	TKE OIL	[redacted]	US90390		057608	3500	125	$410
GEORGETOWN 78626	8	TKE OIL	[redacted]	US90521		057754	3500	125	$410
	9	TKE OIL	[redacted]	US90389		057607	3500	125	$410
WILLIAMSON COUNTY JAIL	1	DOVER OIL	[redacted]	US90104	2525	013814	3500	125	$410
508 S ROCK ST	2	DOVER OIL	[redacted]	US90105		013813	4000	125	$410
GEORGETOWN 78626	3	DOVER OIL	[redacted]	US90106		013820	4000	125	$410
	4	DOVER OIL	[redacted]	US90107		013819	2500	125	$410
	5	DOVER OIL	[redacted]	US90108		013818	4500	125	$410
JAIL EXPANSION	6	TKE OIL	[redacted]	US90384	2525	055628	4500	150	$410
508 S ROCK ST	7	TKE OIL	[redacted]	US90385		055649	2500	200	$410
GEORGETOWN 78626	8	TKE OIL	[redacted]	US90386		055650	4500	200	$410
out of srvc per inspctn 1/22/07	9**	TKE OIL	N/A						
	10	TKE OIL	[redacted]	US90387		055651	2500	200	$410
GARAGE	1G	TKE OIL	[redacted]	US90325	16963	051476	3500	150	$410
305 W 4TH ST									
GEORGETOWN 78626									
PRECINCT 2, CEDAR PARK ANNEX	1	DOVER OIL	[redacted]	US89519	12088	035115	2100	100	$410
350 DISCOVERY BLVD									
CEDAR PARK 78613									
TAYLOR ANNEX	1	DOVER OIL	[redacted]	US89521	14247	043985	2500	95	$586
412 VANCE ST									
TAYLOR 76574									
HISTORY MUSEUM	1	TKE OIL	[redacted]	US90326	17244	055617	2000	100	$410
716 S AUSTIN AVE									
GEORGETOWN 78626									
355 TEXAS	1	OTIS OIL	[redacted]	US333766	16725	044548	2500	100	$410
355 TEXAS AVE									
ROUND ROCK 78664									
COURTHOUSE	1	SCHINDLER OIL	[redacted]	US313004	30170	065369	2100	150	$410
710 S MAIN ST									
GEORGETOWN 78626									
NORTH CAMPUS FACILITIES	1	SCHINDLER OIL	[redacted]	US361585	41988	97372	4000	110	$410
3189 SE INNER LOOP									
GEORGETOWN 78626									
GEORGETOWN ANNEX	1	TKE OIL	[redacted]	US442274	42623	93139	3500	150	$410
3189 SE INNER LOOP	2	TKE OIL	[redacted]	US442275	42623	91340	3500	150	$410
GEORGETOWN 78626									
								TOTAL	$11,246

TOTAL PRICE FOR 27 ELEVATORS
27 OILDRAULIC

Terms and conditions.

TK Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless thyssenkrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against thyssenkrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that TK Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by TK Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name TK Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by TK Elevator shall become the exclusive property of TK Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or TK Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of TK Elevator under this agreement shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

Commissioners Court - Regular Session **52.**

Meeting Date: 01/10/2023

Approval of Master Service Agreement for Tree Trimming and Related Services with The F.A.Bartlett Tree Experts Company for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Master Service Agreement #202389 with The F.A. Bartlett Tree Expert Company d/b/a Bartlett Tree Experts for Tree Trimming and Related Services, in the not-to-exceed amount of $250,000.00, per Choice Partners Contract #21/021MJ-05.

Background

This Master Service Agreement is for as-needed tree trimming services that include but are not limited to soil care and fertilization, pest management, tree and shrub work, lightning protection, tree risk assessment and root invigoration as set forth pursuant to the Choice Partners Coop contract. Detailed service pricing is outlined in the agreement. Funding Source: 01.0100.0509.004810. The Department Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 11:02 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 11:03 AM
Form Started By: Kim Chappius		Started On: 01/03/2023 02:25 PM
Final Approval Date: 01/05/2023		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
FOR
TREE TRIMMING & RELATED SERVICES
(Williamson County Facilities)

(The F.A. Bartlett Tree Expert Company d/b/a Bartlett Tree Experts – Choice Partners Coop #21/021MJ-05)

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 **The F.A. Bartlett Tree Expert Company d/b/a Bartlett Tree Experts** (hereinafter "Service Provider"), 2403 Howard Lane, 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 set forth pursuant to pricing in Choice Partners Coop #21/021MJ-05 for Tree Trimming & Related Services.

Should The County choose to add services in addition to those described in Choice Partners Coop #21/021MJ-05, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall expire on February 23, 2025, unless terminated sooner pursuant to paragraph X below. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth pursuant to pricing in Choice Partners Coop #21/021MJ-05. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $250,000.00 per fiscal year.**

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

IV.

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

Type of Coverage	**Limits of Liability**

a. Worker's Compensation — Statutory
b. Employer's Liability
   - Bodily Injury by Accident — $500,000 Ea. Accident
   - Bodily Injury by Disease — $500,000 Ea. Employee
   - Bodily Injury by Disease — $500,000 Policy Limit

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

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

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

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

V.

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

A. Choice Partners Coop #21/021MJ-05, including mandatory customer terms;

B. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable);

C. Williamson County Vendor Reimbursement Policy, as amended; and

D. Service Provider's General Terms Commercial;

E. Any required insurance certificates evidencing required coverages.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement for Tree Trimming & Related Services; (2) Choice Partners Coop #21/021MJ-05, including mandatory customer terms; (3) Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable); (4) Williamson County Vendor Reimbursement Policy, as amended; and (5) Service Provider's General Terms Commercial, 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 Master Services Agreement for Tree Trimming & Related Services; (2) Choice Partners Coop #21/021MJ-05, including mandatory customer terms; (3) Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable); (4) Williamson County Vendor Reimbursement Policy, as amended; and (5) Service Provider's General Terms Commercial.

VI.

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

VII.

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

BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

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

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	The F.A. Bartlett Tree Expert Company
_____	_____
Authorized Signature	Authorized Signature
_____	Matthew Farin, Executive Vice President
Printed Name	Printed Name
Date: _____ ___, 2022	Date: December 22, 2022

Price Delivery Information

I. Provide Crew – with chipper – Prune Trees/Brush/Vegetation/Removals

Crew Size	Hourly Rate	4-Hour Rate	8-Hour Rate	40-Hour Rate	Overtime Rate
2 Persons, Texas and Louisiana	$220	$880	$1760	$8800	$330
3 Persons, Texas & Louisiana	$330	$1320	$2640	$13200	$594
2 Persons all other states	$240	960	$1920	$9600	$360
3 Persons all other states	$360	$1440	$2880	$14400	$540

II. Provide Crew – no chipper – Prune Trees/Brush/Vegetation/Removals

Crew Size	Hourly Rate	4-Hour Rate	8-Hour Rate	40-Hour Rate	Overtime Rate
2 Persons, Texas and Louisiana	$220	$880	$1760	$8800	$330
3 Persons, Texas & Louisiana	$330	$1320	$2640	$13200	$594
2 Persons all other states	$240	$960	$1920	$9600	$360
3 Persons all other states	$360	$1440	$2880	$14400	$540

III. Provide Value-added Services

Service	Lodging	Per Diem/Per Person	Mileage Rate	Other Charges	

Emergency Response with crews from outside region	$150 per person per night	$45.00 per person	$.48		
Hourly Rate (3-person crew)					$525
4-Hour Rate (3-person crew)					$2100
8-Hour Rate (3-person crew)					$4200
40-Hour Rate (3-person crew)					$21000

IV. Provide Value-added Services

Service	Hourly Rate				
Fertilization/Prescription Soil and Plant Nutrition of Trees and Woody Perennials	$315				
Disease/Pest Management of Trees and Woody Perennials	$315				
Root Invigoration/Soil Reconditioning/Bed Prep/Bed Revitalization of Trees and Woody Perennials	$155 plus materials.				
Support Systems Installation/Repair/Inspection	$152 plus materials.				
Lightning Protection Systems Installation/Repair/Inspection	$152 plus materials.				
Log Truck Per Hour for trunks bigger than 18” diameter	171				
Backhoe Per Hour for trunks bigger than 18” diameter	125				
Stump Grinder Per Hour	125				

Commissioners Court - Regular Session **53.**

Meeting Date: 01/10/2023

2023 CIP 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 2023 CIP transfer to close P612 (SO Admin Data Reception Windows) and P613 (SO Admin Warrants Reception Windows) and move the remaining funds of $65,000 for P612 and $65,000 for P613, to P574 (SOTC Bullet Trap).

Background

This transfer is necessary to close P612 (SO Admin Data Reception Windows) and P613 (SO Admin Warrant Reception Windows). Facilities Management Department was able to find the funding for these projects in their FY23 fiscal year funds and will be able to complete these projects in FY23.

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	01/04/2023 03:15 PM
Form Started By: Tomika Lynce		Started On: 01/04/2023 10:11 AM
Final Approval Date: 01/04/2023		

Commissioners Court - Regular Session **54.**

Meeting Date: 01/10/2023

Award of IFB #23IFB10 Fall 2022 Fog Seal for Cul-de-Sacs to Alpha Paving Industries, LLC 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 #23IFB10 Fall 2022 Fog Seal for Cul-de-Sacs to the lowest and best bidder, Alpha Paving Industries, LLC in the amount of $144,900.00 and authorizing the execution of the agreement.

Background

Williamson County sent out over four thousand one-hundred (4,100) notifications with twenty-six (26) document takers and three (3) submitting bids. The bids have been reviewed and the apparent low bidder, Alpha Paving Industries, LLC, was found to be responsive and materially balanced. Their lowest bid of $144,900.00 was 25.54% below the Engineer's Estimate. In addition to meeting the bid qualifications subject to being low bidder, Alpha Paving Industries, LLC, has completed previous projects for Williamson County. It is recommended to award the Fall 2022 Fog Seal (Cul-de-Sacs) IFB #23IFB10 contract to Alpha Paving Industries, LLC. Funding Source is 01.0200.0210.003599. Point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ensuing Agreement

Recommendation Letter

Bid tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/04/2023 10:22 PM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:45 AM
Form Started By: Gretchen Glenn		Started On: 12/22/2022 02:13 PM
Final Approval Date: 01/05/2023		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") __Alpha Paving Industries, LLC_____("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the __IFB___ Solicitation # 23IFB10, Fall 2022 Fog Seal (Cul-de-sacs)__; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Hundred Forty-four Thousand Nine Hundred Dollars and Zero Cents___, ($144,900.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the ___IFB_____ Solicitation # 23IFB10, __Fall 2022 Fog Seal (Cul-de-sacs)__; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: __15 Working Days____

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before _20 Working Days___**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of __**$500**_____ from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:	$2,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance (*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 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.

11.18 Reports of Accidents. Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

_____

CONTRACTOR: Alpha Paving Industries LLC

By: D. Andrew King

Printed Name:

D. Andrew Kim

Date: _____

Date: 12/6/2022

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Title:

Contractor's Designated Representative:

John Ross Schnelting
_____
_____
_____
Phone 512-810-6033
Fax 512-677-9002

Title: Project Manager

WILLIAMSON COUNTY
1848

December 2, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Fall 2022 Fog Seal (Cul-de-Sacs) – Bid #23IFB10

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Alpha Paving Industries, LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Alpha Paving Industries, LLC - $144,900.00
2. RHB Construction Inc - $184,875.00
3. Gage and Cade Construction, LLC - $185,875

The Contractor's low base bid is $49,701.00 below the Engineer's Estimate, a cost decrease of 25.54%.

In addition to meeting the bid qualifications, Alpha Paving Industries, LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $144,900.00 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Alpha Paving Industries, LLC the contract for the Fall 2022 Fog Seal (Cul-de-Sacs) Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Williamson County Bid Form

Fall 2022 Cul-De-Sac Fog Seal

IFB # 22IFB10

11.15.2022

Alpha Paving

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
315	6010	Fog Seal	GAL	6,995	$ 20.00	$ 139,900.00
500	6001	Mobilization	LS	1	$ 5,000.00	$ 5,000.00
PROJECT TOTAL						$ 144,900.00

Gage and Cade Construction

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
315	6010	Fog Seal	GAL	6,995	$ 25.00	$ 174,875.00
500	6001	Mobilization	LS	1	$ 11,000.00	$ 11,000.00
PROJECT TOTAL						$ 185,875.00

RHB

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
315	6010	Fog Seal	GAL	6,995	$ 25.00	$ 174,875.00
500	6001	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
PROJECT TOTAL						$ 184,875.00

Commissioners Court - Regular Session **55.**

Meeting Date: 01/10/2023

Award of IFB #23IFB1 Metal Beam Guard Fence (MBGF) to RHB Construction Inc. for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB1 Metal Beam Guard Fence (MBGF) to the only bidder, RHB Construction, Inc.

Background

Williamson County sent out three hundred and thirty-seven (337) notifications with seventeen (17) document takers and only one (1) submitting a bid. The bid has been reviewed and the only 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 Metal Beam Guard Fence (MBGF) IFB #23IFB1 contract to RHB Construction, Inc. The contract term is one (1) year with two (2) one-year renewal options. This contract is awarded on an "as needed" basis. Funding Source is 01.0200.0210.003599. Department Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:05 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:28 AM
Form Started By: Kerstin Hancock		Started On: 12/29/2022 04:16 PM
Final Approval Date: 01/05/2023		

WILLIAMSON COUNTY
1848

December 28, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #23IFB1 – Metal Beam Guard Fence (MBGF) In Place

After reviewing all the pertinent information, we have concluded that RHB Construction Inc. submitted the overall lowest and best offer for the 23IFB1 bid, Metal Beam Guard Fence (MBGF) In Place. I recommend to the Williamson County Commissioners Court that they award RHB Construction Inc. the vendor for IFB #23IFB1 – Metal Beam Guard Fence (MBGF) In Place.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

BID FORM

23IFB1 METAL BEAM GUARD FENCE

WILLIAMSON COUNTY - TEXAS

				RHB Construction Inc	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
500 6001	MOBILIZATION	LS	1	$12,000.00	$12,000.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	1,600	$39.00	$62,400.00
540 6002	MTL W-BEAM GD FEN (STEEL POST)	LF	400	$39.00	$15,600.00
540 6005	TERMINAL ANCHOR SECTION	EA	10	$925.00	$9,250.00
540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	8	$100.00	$800.00
540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	2	$100.00	$200.00
540 6008	MTL BEAM GD FEN TRANS (T101)	EA	2	$100.00	$200.00
540 2015	MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	300	$75.00	$22,500.00
540 2022	MTL W-BEAM GD FEN(STL POST)RADIUS RAIL	LF	100	$80.00	$8,000.00
540 2023	RADIAL TERMINAL ANCHOR SECTION (DRWY)	EA	2	$1,000.00	$2,000.00
540 6015	DRIVEWAY TERMINAL ANCHOR SECTION	EA	2	$1,000.00	$2,000.00
540 6014	SHORT RADIUS	LF	100	$25.00	$2,500.00
542 6001	REMOVING METAL BEAM GUARD FENCE	LF	1,200	$14.25	$17,100.00
542 6002	REMOVING TERMINAL ANCHOR SECTION	EA	10	$250.00	$2,500.00
542 6004	RM MTL BM GD FEN TRANS (THRIE-BEAM)	EA	8	$25.00	$200.00
542 2004	REMOVING MTL BM GD FEN TRANS (TL2)	LF	2	$75.00	$150.00

MBGF In Place - Bid Items

Williamson County, Texas

542 6005	RM MTL BM GD FENCE TRANS (T101)	EA	2	$75.00	$150.00
544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	14	$4,850.00	$67,900.00
544 6003	GUARDRAIL END TREATMENT (REMOVE)	EA	14	$1,475.00	$20,650.00
				TOTAL	$246,100.00

Commissioners Court - Regular Session **56.**

Meeting Date: 01/10/2023

Award of IFB #23IFB14 Striping to DIJ Construction Inc. for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB14 Striping to the only bidder, DIJ Construction, Inc.

Background

Williamson County sent out to one hundred and fifty-four (154) notifications with twenty (20) document takers and only one (1) submitting a bid. The bid has been reviewed and the only bidder, DIJ Construction, Inc. was found to be responsive and materially balanced. In addition to meeting the bid qualifications subject to being low bidder, DIJ Construction, Inc. has successfully performed similar work on other projects. It is recommended to award the Striping IFB #23IFB14 contract to DIJ Construction, Inc. The term of this contract is for one (1) year with two (2) one-year renewal options. This contract is awarded on an "as needed basis". Funding Source is 01.0200.0210.003542. Department Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Award letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:08 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:28 AM
Form Started By: Kerstin Hancock		Started On: 12/29/2022 04:31 PM
Final Approval Date: 01/05/2023		

BID FORM
23IFB14 STRIPING
WILLIAMSON COUNTY - TEXAS

				D.I.J. CONSTRUCTION	
Item #	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE
	RETRACE STRIPING				
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.15	$ 0.42
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.15	$ 0.37
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.15	$ 0.42
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.15	$ 0.42
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.60
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.60
7	REF PAV MRK (W) (ARROW)	150	EA	$ 35.00	$ 105.00
8	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 35.00	$ 105.00
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	$ 0.20	$ 0.30
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	$ 0.22	$ 0.65
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	$ 0.80	$ 2.85
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	$ 1.10	$ 7.00
	NEW STRIPING				
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.22	$ 0.42
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.22	$ 0.37
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.22	$ 0.42
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.22	$ 0.42
17	REFL PAV (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.60
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.60
19	REF PAV MRK (W) (ARROW)	150	EA	$ 45.00	$ 105.00
20	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 45.00	$ 105.00
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	$ 0.20	$ 0.30
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	$ 0.40	$ 0.70
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	$ 0.85	$ 1.70
24	REFL PAV MRK (W) 12"(SLD)	10000	LF	$ 1.10	$ 7.00
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	$ 15.00	$ 23.00
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	$ 15.00	$ 23.00
27	REFL PAV MRK (W) (WORD)	40	EA	$ 60.00	$ 165.00
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	$ 215.00	$ 400.00
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	$ 20.00	$ 50.00
30	JIGGLE BAR TILE TY W	100	EA	$ 6.00	$ 6.00
31	REFL PAV MRKR TY II (BLUE)	100	EA	$ 5.00	$ 5.00
32	REFL PAV MRKR TY II-C-R	5000	EA	$ 3.25	$ 3.25
33	REFL PAV MRKR TY I-C	5000	EA	$ 3.25	$ 3.25
34	REFL PAV MRKR TY II-A-A	5000	EA	$ 3.50	$ 3.50
35	TRAFFIC BUTTON TY Y	200	EA	$ 2.25	$ 2.25
36	TRAFFIC BUTTON TY W	200	EA	$ 2.25	$ 2.25
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF	$ 0.60	$ 0.60
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF	$ 1.00	$ 1.00
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	$ 4.00	$ 4.00
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	$ 4.00	$ 4.00
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	$ 0.50	$ 0.50
42	RUMBLE STRIP	500	LF	$ 15.00	$ 15.00
43	ELIMINATE RUMBLE STRIP	500	LF	$ 5.00	$ 5.00
44	PAVEMENT SEALER 4"	5000	LF	$ 0.16	$ 0.16
45	PAVEMENT SEALER 8"	500	LF	$ 0.32	$ 0.32
46	PAVEMENT SEALER 12"	500	LF	$ 1.50	$ 1.50
47	PAVEMENT SEALER 18"	500	LF	$ 1.75	$ 1.75
48	PAVEMENT SEALER 24"	250	LF	$ 1.75	$ 1.75
49	WK ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	5000	EA	$ 0.75	$ 0.75
50	WK ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	5000	EA	$ 0.75	$ 0.75
	MISCELLANEOUS				
51	INSTALL CURB SYSTEM (Y)	500	LF	$ 130.00	$ 130.00
52	INSTALL CURB SYSTEM (W)	500	LF	$ 130.00	$ 130.00
53	REMOVE CURB SYSTEM	500	LF	$ 80.00	$ 80.00
54	CURB PAINTING (Y) (INCLUDES STENCILING)	2000	LF	$ 1.15	$ 0.01
55	CURB PAINTING (RED) (INCLUDES STENCILING)	2000	LF	$ 1.50	$ 0.01

WILLIAMSON COUNTY
1848

December 28, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #23IFB14 – Striping

After reviewing all the pertinent information, we have concluded that D.I.J. Construction, Inc. submitted the overall lowest and best offer for the 23IFB14 bid, Striping. I recommend to the Williamson County Commissioners Court that they award D.I.J. Construction, Inc. the vendor for IFB #23IFB14 – Striping.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **57.**

Meeting Date: 01/10/2023

Approval of Professional Service Agreements with ARIAS and Kleinfelder, Inc.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the execution of the agreements between Williamson County and ARIAS and Kleinfelder, Inc. and Williamson County, pursuant to RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services.

Background

On 12.20.2022 with agenda item 56, Williamson County awarded 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. The ARIAS and Kleinfelder, Inc contracts were still being worked on that time and are now ready to be executed. Each as-needed contract amount shall be up to $400,000.00 for various Road and Bridge projects. The funding source(s) are 01.0200.0210.004160 and other line items as necessary, and the department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Arias PSA

Kleinfelder, Inc PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 11:12 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2023 08:37 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:39 AM
Final Approval Date: 01/06/2023		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Arias & Associates, Inc.** **("Engineer")**
ADDRESS: **13581 Pond Springs, Suite 210, Austin, TX 79729**
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:

John Landwermeyer
Arias & Associates, Inc.
13581 Pond Springs, Suite 210
Austin, TX 79729

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: John Landwermeyer
Arias & Associates, Inc.
13581 Pond Springs, Suite 210
Austin, TX 79729

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

Arias & Associates, Inc.

By _____

Printed Name: John S. Landwermeyer, P.E.

Title: Managing Principal, Austin Operations

Date: December 13, 2022

SUBSCRIBED and sworn to before me the undersigned authority by John Landwermeyer _____ the Managing Principal of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

ANGELA D. MARTINEZ
My Notary ID # 125896949
Expires September 30, 2023

My commission expires: 09.30.23

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:

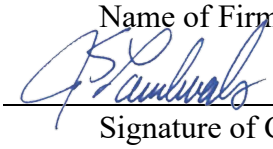
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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

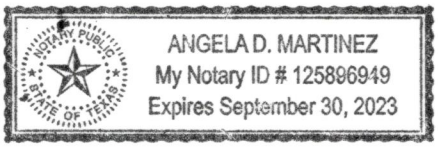
Managing Principal, Austin Operations
Title of Certifying Official

December 13, 2022, 2013
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 Landwermeyer _____ the Managing Principal 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 _Arias & Associates, Inc.__ (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:
[Arias & Associates, Inc.]	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

ARIAS

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: **Kleinfelder, Inc. ("Engineer")**
ADDRESS: **11100 Metric Blvd, Suite 100, Austin, TX 78758**
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.

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[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.

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[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:

Kelly Daniel
Kleinfelder, Inc.
11100 Metric Blvd., Suite 100
Austin, TX 78758

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: Kelly Daniel
Kleinfelder, Inc.
11100 Metric Blvd., Suite 100
Austin, TX 78758

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

Kleinfelder, Inc.

By _____

Printed Name: Kelly Daniel

Title: Operations Manager

Date: December 05, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Kelly Daniel the Operations Manager of **ENGINEER**, on behalf of said firm.



_____
Notary Public in and for the
State of Texas

My commission expires: March 28, 2024

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.

Kleinfelder, Inc.
Name of Firm

Kelly Daniel
Signature of Certifying Official

Kelly Daniel
Printed Name of Certifying Official

Operations Manager
Title of Certifying Official

December 05, 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 Kelly Daniel the Operations Manager of Kleinfelder, Inc., on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: March 28, 2024

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:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
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.

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY

TECHNICAL STAFF RATES

Technician	$	65/ hour
Senior Inspector	$	105/ hour
Welding Inspector	$	110/ hour

PROFESSIONAL STAFF RATES

Engineer in Training	$	120/ hour
Graduate Engineer	$	105/ hour
Project Engineer	$	150/ hour
Project Manager	$	150/ hour
Principal	$	165/ hour

ADMINISTRATIVE STAFF RATES

Administrative/Clerical	$	72/ hour
Project Administrator	$	82/ hour

Reviewed by: osalazarbueno
Date: 12/07/2022

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Standard Proctor, 4" Mold	D698, T99	$	240.00	each
Standard Proctor, 6" Mold	D698, T99	$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	$	260.00	each
Modified Proctor, 6" Mold	D1557, T180	$	260.00	each
Proctor Check Point	T272	$	125.00	each
Proctor Oversize Correction	D4718	$	70.00	each
Treated Soil Proctor	D558	$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	$	400.00	each
Moisture/Density, TEX 113-E	TEX-113-E	$	275.00	each
Moisture/Density, TEX 114-E	TEX-114-E	$	275.00	each
Nuclear Density Test	D6938, TEX-115-E	$	28.00	each
Triaxial Test, TEX117E, Part I	TEX-117E	$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX-117E	$	1,950.00	each

SOIL CLASSIFICATION AND INDEX TESTS					
Test		**Standard Test Method†**	**Fee**		
Visual Classification		D2488	$	20.00	each
Sieve Analysis, % Finer than 200 Sieve		D1140, TEX-111-E	$	85.00	each
Sieve Analysis, Fine		D422, D6913, T88, TEX-110-E	$	85.00	each
Sieve Analysis, Coarse		D422, D6913, T88, TEX-110-E	$	85.00	each
Hydrometer Analysis	*d)*	D422, D7928	$	175.00	each
Water Content		D2216, D4363, TEX-103-E	$	25.00	each
Atterberg Limits, Single Point		D4318, TEX-104, 105, 106-E	$	79.00	each
Atterberg Limits, Multiple Point		D4318-A, T89, T90	$	150.00	each
Soil Specific Gravity		D854, T100	$	110.00	each
Soil Organic Content		D2974-C	$	110.00	each
Soil pH		D4972, G51, TEX-128-E	$	60.00	each
Soil Resistivity		G187	$	160.00	each
Chloride Content			$	60.00	each
Sulfate Content		TEX-145-E	$	60.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	30	each
Unconfined Compressive Strength	D2166, T208	$	140	each
Direct Shear, 1 Point	D3080, T236	$	150	each
Direct Shear, 3 Points	D3080, T236	$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	250	each
Consolidation without Time Rate Plots	D2435-Modified	$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	630	each
Collapse Potential	D5333	$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	475	each
Expansion Index	D4829	$	195	each
Denver Swell Test		$	125	each
Permeability, Rigid Wall	D2434	$	450	each
Permeability, Flexible Wall	D5084-C	$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	300	each
Triaxial Test, TEX117E, Part I	TEX-117-E	$	1,950	each
Triaxial Test, TEX117E, Part II	TEX-117-E	$	1,950	each

AGGREGATE TESTS

Test	**Standard Test Method†**	**Fee**		
Acid Solubility	TEX-612-J	$	175.00	each
Clay Lumps and Friable Particles, per size *(see note below)*	C142, T112	$	105.00	each
Coarse Specific Gravity & Absorption	C127, T85	$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	$	105.00	each
Flat and Elongated Particles, per size *(see note below)*	D4791	$	80.00	each
Fractured Faces, per size *(see note below)*	D5821, T335	$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535, TEX-410-A	$	350.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Los Angeles Abrasion, Small Aggregate	C131, T96, TEX-410-A	$	320.00	each
Mortar Sand Strength	C87, CTM515	$	580.00	each
Organic Impurities	C40, T21, TEX-408-A	$	65.00	each
Sand Equivalent, 1 point	D2419, T176	$	75.00	each
Sand Equivalent, 3 points	D2419, T176	$	140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	$	75.00	each
Sieve Analysis, Fine	C136, T27	$	85.00	each
Sieve Analysis, Coarse	C136, T27	$	85.00	each
Soundness of Aggregate, per size	C88, T104	$	330.00	each
Unit Weight	C29, T19	$	65.00	each
Water Content	D2216, C566, T255	$	25.00	each
Texas Wet Ball Mill	TEX-116-E	$	300.00	each
Decantation Wash	TEX-406-A	$	60.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	135.00	each

Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.

CONCRETE TESTS

Test	Standard Test Method†	Fee		
Concrete Compression	C39	$	25.00	each
Concrete Core Compression	C42	$	70.00	each
Concrete Cylinder Unit Weight	C567	$	105.00	each
Concrete Flexural Strength	C78	$	105.00	each
Shotcrete Compression	C1140	$	80.00	each
CLSM Compression	D4832	$	45.00	each

MASONRY TESTS

Test	Standard Test Method†	Fee		
Masonry Grout Compression	C1019	$	25.00	each
Masonry Mortar Compression	C942	$	25.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination *(calculation only)*	D3203	$	50.00	each
Gradation of Extracted Aggregate	D5444	$	120.00	each
AC Core Thickness	D3549	$	15.00	each
AC Content by Extraction	D2172	$	210.00	each
Hveem Stability	D1560	$	340.00	each
Hveem Stability without Compaction	D1560	$	175.00	each
AC Content by Ignition Oven	D6307, T308	$	150.00	each
AC Moisture Content	T329	$	55.00	each
AC Content by Nuclear Gauge	D4125	$	220.00	each
Marshall Stability and Flow *(does not include compaction)*	D6927	$	160.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	55.00	each

DESIGN AND DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Maximum Theoretical Specific Gravity	D2041	$	150.00	each
Mix Design, Hveem Method		$	5,400.00	each
Mix Design, Marshall Method		$	3,000.00	each
Mix Design, Superpave Method		$	6,000.00	each

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	**Standard Test Method†**	**Fee**		
Rock Sample Preparation	D4543	$	100	each
Sample Crushing		$	150	each
Sample Cutting and Trimming		$	35	each
Sample Mixing and Processing		$	105	each
Sample Preparation		$	55	each
Sample Preparation, per hour		$	105	each
Sample Remolding		$	80	each
Contamination Fee		$	250	each
Sample Disposal Fee		$	10	each

MISCELLANEOUS

Test	Standard Test Method†	Fee		
Hydraulic Ram Calibration		$	300.00	each
Vehicle Charge, per trip		$	60.00	each

** Other test methods quoted upon request.

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO**

BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services. Technical professional time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
3. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate.
4. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of

ANCHOR TESTING

2022 Fee Schedule

Description	Fee/Rate
AWS CWI/ASNT Technician Rate	$80.00 per Hour *OT Rate of $110.00
Coatings Inspection	$80.00 per Hour *OT Rate of $110.00
Trip Charge Austin and Surrounding Areas *(Within 49 miles or less of headquarters.)*	$50.00 per trip
IRS Approved Rate *(Based on current government rates. For out-of-area projects in driving range, 50 miles or more from headquarters.)*	Current IRS Rate
Ultrasonics Equipment – Manual Shear Wave – Ultrasonic Thickness *(Rate applies to time used on-site.)*	$30.00 per hour * In addition to Hourly rate
Magnetic Particle Equipment	$45.00 per Day
Dye Penetrant Equipment	$35.00 per Test
Coatings Inspection Kit	$50.00 per Day
Administrator Reporting/Invoicing	$65.00 per Hour

*Per Diem will be charged as needed and at current federal rates.

*Charges are accrued from portal to portal.

*Overtime rates are applicable to time worked in excess of 40 hours per week per inspector on Kleinfelder-specific jobs, and Saturday, Sundays, and holidays.

*Fuel for Misc. Equipment will be charged as used at current Price – this does not include fuel for vehicles.

Thank you,
Brad Evans
AWS CWI, ASNT NDT III, NACE II
Owner/Manager

ANCHOR TESTING
16709 DECKER CREEK DR, MANOR, TX, 78653
M (512) 294-4958 WWW.ANCHORNDT.COM

Effective 4/4/2022

AUSTIN GEO-LOGIC

Geotechnical Drilling Rates

Soil augering/air drilling with sampling*:	$17.00 per foot
Hollow Stem*:	$24.00 per foot
Rock Coring, soft rock, carbide bits*:	$20.00 per foot
Rock Coring, hard rock, diamond bits*:	$26.00 per foot
Shale Coring*:	$23.00 per foot
Minimum drilling charge[+]:	$950.00 per job
Rig standby or excessive clean-up charge:	$250.00 per hour
Local Mobilization (within 50-mile radius):	$400.00 per job
Air Compressor:	$150.00 per day
NX Core Boxes:	$10.00 each
HQ Core Boxes:	$12.00 each
Bentonite Hole Plug:	$5.00 per foot
Hourly Drilling[α]:	$250.00 per hour
Asphalt Patch:	$20.00 each
Concrete Patch:	$30.00 each

*Drilling depths from 50 ft to 100 ft will incur an additional $3.00 charge per foot. Depths from 100 ft to 150 ft incur an additional $7.00 charge per foot. Depths beyond 150 ft will be priced individually.

[+]Local Mobilization Only

Utility location and coordination provided by customer unless previous arrangements have been made.

Work required to be completed on Saturday and Sunday, there is an additional $500 charge per day per crew.

Weekly mobilization charge of $1000 for large projects (400-feet).

Reaming and casing is not included in any pricing shown.

Additional Samples beyond standard sampling at $25.00 (0-50 ft), $40 (50-100 ft).

Estimates required for roadway drilling, quarry drilling, and jobs over $5000.00

Traffic Control signs by us is an additional cost.

Coring prices do not include marble, granite, dolomitic limestone.

10-day mobilizations require an estimate.

[α]4-hr minimum.

Extra Charges will be required for Mud Rotary.

Equipment damage due to poor site access will be billed to customer.

Texas Geo Bore

2022 Rate Sheet

Mob Drill Rig 0-60 Miles	LS	500.00
Mob Support Truck 0-60 Miles	LS	100.00
Mob Per M.	M	5.00
Crew Mob	LS	100.00
Daily Rate	DA	2,500.00
Hourly Rate	HR	250.00
Minnimum Rate	LS	800.00
Drill / Sample / Soils 0-50'	LF	15.00
Drill / Sample / Soils 50'-75'	LF	17.00
Drill / Sample / Soils 75'-100'	LF	19.00
Drill/Sample / Rock 0-50'	LF	17.00
Drill/Sample / Rock 50'-75'	LF	19.00
Drill/Sample / Rock 75'-100'	LF	21.00
Drill /Sample w/ 4" Casing	LF	8.00
Continuos Rock Core 0-50'	LF	24.00
Continuos Rock Core 50'-75'	LF	26.00
Continuos Rock Core 75'-100'	LF	28.00
Grouting 6" Bore	LF	5.00
Perdim / Per / Man Per Night	EA	150.00
Standby	HR	180.00
Clean Up	HR	180.00
Site Prep	HR	180.00
Concrete Cut	EA	75.00
Pavement Core	EA	150.00
TCP's	EA	35.00
Air Compressor 185-CFM	DA	200.00
Light Tower	DA	200.00

If extreme drilling conditions are encounterd rates will be revised.
Equipment Available For Your Services
Gardner Denver 1000 - w/ Air and Mud Rotary Capabilities w/ Auto Hammer.
CME 55 / Mobile B-57 - Hydrostat auger rig w/ Auto Hammer,HSA, Air and Mud Rotary Capabilities.

AWP

AREA WIDE PROTECTIVE

PROPOSAL - RVSD

Office ID	PROPOSAL ID
311	12/15/2022 9:32

CUSTOMER INFORMATION
KLEINFELDER AUSTIN
ROBIN MCLINDEN
858.395.5338
RMCLINDEN@KLEINFELDER.COM

PROJECT INFORMATION
TRAVIS COUNTY
KLEINFELDER AUSTIN 2022-2023 PRICING
TRAFFIC CONTROL RATES
12/15/2022

ITEM	LEASE EQUIPMENT RATES	UNIT	QNTY	RATE	AMOUNT
2-3010-1	Lease Type 1 Barricade. Daily rate per each.	EA		$2.00	$0.00
2-3010-2	Lease Type 1 Barricade. Weekly rate per each.	EA		$6.00	$0.00
2-3010-3	Lease Type 1 Barricade. Monthly rate per each.	EA		$18.00	$0.00
2-3012-1	Lease Type 2 Barricade. Daily rate per each.	EA		$3.00	$0.00
2-3012-2	Lease Type 2 Barricade. Weekly rate per each.	EA		$9.00	$0.00
2-3012-3	Lease Type 2 Barricade. Monthly rate per each.	EA		$27.00	$0.00
2-3019-1	Lease Type 3 Barricade. Daily rate per each.	EA		$6.00	$0.00
2-3019-2	Lease Type 3 Barricade. Weekly rate per each.	EA		$18.00	$0.00
2-3019-3	Lease Type 3 Barricade. Monthly rate per each.	EA		$54.00	$0.00
2-3020-1	Lease A-frame. Daily rate per each.	EA		$1.00	$0.00
2-3020-2	Lease A-frame. Weekly rate per each.	EA		$3.00	$0.00
2-3020-3	Lease A-frame. Monthly rate per each.	EA		$9.00	$0.00
2-3027-1	Lease vertical panel. Daily rate per each.	EA		$2.00	$0.00
2-3027-2	Lease vertical panel. Weekly rate per each.	EA		$6.00	$0.00
2-3027-3	Lease vertical panel. Monthly rate per each.	EA		$18.00	$0.00
2-3029-1	Lease grabber cone. Daily rate per each.	EA		$1.50	$0.00
2-3029-2	Lease grabber cone. Weekly rate per each.	EA		$4.50	$0.00
2-3029-3	Lease grabber cone. Monthly rate per each.	EA		$13.50	$0.00
2-3070-1	Lease cone. Daily rate per each.	EA		$0.40	$0.00
2-3070-2	Lease cone. Weekly rate per each.	EA		$1.20	$0.00
2-3070-3	Lease cone. Monthly rate per each.	EA		$3.60	$0.00
2-3032-1	Lease large work zone sign. Daily rate per each.	EA		$3.00	$0.00
2-3032-2	Lease large work zone sign. Weekly rate per each.	EA		$9.00	$0.00
2-3032-3	Lease large work zone sign. Monthly rate per each.	EA		$27.00	$0.00
2-3033-1	Lease small work zone sign. Daily rate per each.	EA		$1.50	$0.00
2-3033-2	Lease small work zone sign. Weekly rate per each.	EA		$4.50	$0.00
2-3033-3	Lease small work zone sign. Monthly rate per each.	EA		$13.50	$0.00
2-3034-1	Lease roll up sign. Daily rate per each.	EA		$2.25	$0.00
2-3034-2	Lease roll up sign. Weekly rate per each.	EA		$6.75	$0.00
2-3034-3	Lease roll up sign. Monthly rate per each.	EA		$20.25	$0.00
2-3036-1	Lease little buster sign stand. Daily rate per each.	EA		$3.25	$0.00
2-3036-2	Lease little buster sign stand. Weekly rate per each.	EA		$9.75	$0.00
2-3036-3	Lease little buster sign stand. Monthly rate per each.	EA		$29.25	$0.00
2-3038-1	Lease zephyr rubber sign stand. Daily rate per each.	EA		$1.50	$0.00
2-3038-2	Lease zephyr rubber sign stand. Weekly rate per each.	EA		$4.50	$0.00
2-3038-3	Lease zephyr rubber sign stand. Monthly rate per each.	EA		$13.50	$0.00
2-3039-1	Lease big buster sign stand. Daily rate per each.	EA		$4.25	$0.00
2-3039-2	Lease big buster sign stand. Weekly rate per each.	EA		$12.75	$0.00

2-3039-3	Lease big buster sign stand. Monthly rate per each.	EA	$38.25	$0.00
2-3041-1	Lease square post. Daily rate per each.	EA	$1.00	$0.00
2-3041-2	Lease square post. Weekly rate per each.	EA	$3.00	$0.00
2-3041-3	Lease square post. Monthly rate per each.	EA	$9.00	$0.00
2-3042-1	Lease small 'T' stand. Daily rate per each.	EA	$0.50	$0.00
2-3042-2	Lease small 'T' stand. Weekly rate per each.	EA	$2.00	$0.00
2-3042-3	Lease small 'T' stand. Monthly rate per each.	EA	$6.00	$0.00
2-3043-1	Lease 'T' stand. Daily rate per each.	EA	$1.50	$0.00
2-3043-2	Lease 'T' stand. Weekly rate per each.	EA	$4.50	$0.00
2-3043-3	Lease 'T' stand. Monthly rate per each.	EA	$13.50	$0.00
2-3055-1	Lease plastic drum. Daily rate per each.	EA	$1.75	$0.00
2-3055-2	Lease plastic drum. Weekly rate per each.	EA	$5.25	$0.00
2-3055-3	Lease plastic drum. Monthly rate per each.	EA	$15.75	$0.00
2-3066-1	Lease truck mounted attenuator. Daily rate per each. AWP must be additional insured.	EA	$550.00	$0.00
2-3066-2	Lease truck mounted attenuator. Weekly rate per each. AWP must be additional insured.	EA	$1,650.00	$0.00
2-3066-3	Lease truck mounted attenuator. Monthly rate per each. AWP must be additional insured.	EA	$4,950.00	$0.00
2-3067-1	Lease solar arrowboard. Daily rate per each.	EA	$75.00	$0.00
2-3067-2	Lease solar arrowboard. Weekly rate per each.	EA	$225.00	$0.00
2-3067-3	Lease solar arrowboard. Monthly rate per each.	EA	$675.00	$0.00
2-3068-1	Lease changeable message board. Daily rate per each.	EA	$200.00	$0.00
2-3068-2	Lease changeable message board. Weekly rate per each.	EA	$600.00	$0.00
2-3068-3	Lease changeable message board. Monthly rate per each.	EA	$1,800.00	$0.00
9-3429-L	Labor. Hourly rate per person.	HR	$50.00	$0.00
9-3429-LOT	Labor overtime. Hourly rate per person. Applies to time over 8 consecutive working hours, any night work, and any weekend work.	HR	$75.00	$0.00
5-9999	Lump sum price. Rate is for each truck that mobilizes to Williamson County delivering rental equipment.	EA	$135.00	$0.00

ITEM	TRAFFIC CONTROL SERVICE RATES	UNIT	QNTY	RATE	AMOUNT
9-3390-1L-D	Single Lane Closure Non-TXDOT ROW. Daily Rate.	EA		$440.00	$0.00
9-3390-2L-D	Double Lane Closure Non-TXDOT ROW. Daily Rate.	EA		$615.00	$0.00
9-3390-BL-D	Bike lane closure (Stand alone). Daily rate	EA		$310.00	$0.00
9-3390M-1L-	Single moving lane closure. 1 person crew. Daily rate.	EA		$870.00	$0.00
9-3390M-2L-	Single moving lane closure. 2 person crew. Daily rate.	EA		$1,125.00	$0.00
9-3391-1R-D	Single ramp closure on Expressway excludes TMA. Daily rate.	EA		$310.00	$0.00
9-3392-D	Shoulder closure on TXDOT ROW excludes TMA. Daily Rate.	EA		$310.00	$0.00
9-3410-1.0-D	Road closure. Non-TXDOT ROW excludes TMA. Daily rate.	EA		$675.00	$0.00
9-3410-0.5-D	Half-Road closure. Non-TXDOT ROW. Daily rate.	EA		$565.00	$0.00
9-3411-D	(TA-32) Two-Way Traffic Switch on Non-TXDOT ROW. Daily Rate.	EA		$585.00	$0.00
9-3434-D	Single Road Narrows setup. Non-TXDOT ROW. Daily Rate.	EA		$295.00	$0.00
9-3435-D	Double Road Narrows setup. Non-TXDOT ROW. Daily Rate.	EA		$440.00	$0.00
9-3413-D	Alley closure. Daily rate.	EA		$275.00	$0.00
9-3433-D	Sidewalk closure (Stand alone). Daily rate.	EA		$275.00	$0.00
9-3395-DH	TMA with operator. Daytime hourly rate. 5-hour minimum.	HR		$110.00	$0.00

9-3395-DO	TMA with operator. Daytime hourly overtime rate. Applies to all time over 8-hour shift.	HR	$135.00	$0.00
9-3431-D	Flagger set-up. Daily rate.	EA	$280.00	$0.00
9-3440-CA-H	Flagging services. Additional Flagger. Hourly rate. 5-hour minimum.	HR	$50.00	$0.00
9-3440-CA-O	Flagging services. Additional flagger. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	$75.00	$0.00
9-3425-H	Police officer. Hourly rate. 5-hour minimum.	HR	$100.00	$0.00
9-3425-O	Police officer. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	$135.00	$0.00
9-3801	Cancellation charge.	EA	$150.00	$0.00

This document only validates pricing, not scheduling. To confirm schedule call:
Operations: Cory Smith | csmith@awptraffic.com | (361) 445-5059

For any questions regarding this quote, contact:
Estimator: Trent Mathis | tmathis@awptraffic.com | (860) 200-5991

All hourly nighttime and weekend work shall be charged at the overtime rate.
Excludes standby and maintenance of closures except for hourly rate services. 5-hour minimum for all hourly services.
Traffic Control rates exclude arrowboards, message boards, sign panels and TMA vehicle.
Rates are based off of travel to Williamson County. If travel is expected outside of this region, travel should be charged at a rate of $3.50/mile to cover the cost of the vehicle and the time of the crew.
Mobilization charge for all deliveries of traffic control devices.
For hourly rates, time starts and stops at the AWP Office.
Excludes temporary rumble strips. If needed, call for quote.
When rumble strips are setup/removed by AWP, a TMA will be required to protect workers.
Lease ticket shall remain open until customer calls for pick up.
If scope of service changes in the field, additional charges will be incurred using Book Rates.
Excludes message board daily setup, relocation(s) and message changes.
TMA, Arrow board and Message board rates are per calendar day and subject to delivery and pick up charges.
Contractor responsible for forwarding written discrepancy reports within 24 hours of notice.
Excludes daily traffic control (TCP sheets) and barricade equipment. Call for quote.
Excludes design, engineering, permits, fines and fees.
Excludes on call employee, daily setup, daily relocation and daily maintenance.
Excludes permanent sign, mailbox, CTB, edge, pavement marking, signal, beacon, MBGF and shoulder work.
Excludes sales tax, bonds, and AGC dues.
Items not specifically noted will be additional.
Prices are firm when order is placed within 30 days from contract award.
Proposal based on plans originated prior to bid date. Rates subject to change for plans generated after bid date.
Terms are Net 30 with approved credit.

Any alterations or deviation by the engineer from the plans and specifications will be executed only upon written change order, and will be charged over and above the proposal. All material is guaranteed to be as specified, and the above listed work will be performed in accordance with the plans and specifications submitted. This proposal is an offer to perform the specific work described above and is dependent on the acceptance of an agreeable contract. This proposal will become an attachment to any contract.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work outlined above. Payment will be made as outlined above.

Customer Signature: _____ **Date:** 12.15.2022

Send Contracts to 4244 Mt. Pleasant St. NW, North Canton, OH 44720 or Contracts@awptraffic.com
For projects that require certified payroll, AWP must be notified prior to mobilization.
https://www.awptrafficsafety.com/texas

FSD-CC Approved Rate Period:
11/3/2022 - 11/2/2023

ROADWISE SOLUTIONS

Barricades - Traffic - Striping

HUB Certified
DBE Certified
MBE Certified

1920 E. Riverside Dr, Austin, Texas

ITEMS	DESCRIPTION	UNIT	QNTY	RATE
804S-1 - 5 of 9 M-F	Flagging mobilization, equipment rental, setup and takedown.	EA	1.00	$ 420.00
804S-1 - 5 of 9 N&W	Flagging mobilization, equipment rental, setup and takedown.	EA	1.00	$ 481.00
	Hourly rate per ATTSSA certified flagger (up to 8 hours)	HR	1.00	$ 44.00
804S-1, 1 of 9	Single lane closure - (Mon- Fri)	EA	1.00	$ 420.00
804S-1, 1 of 9	Single lane closure - (Night & Weekend)	EA	1.00	$ 601.00
804S-1, 1 of 9	Double lane closure - (Mon- Fri)	EA	1.00	$ 748.00
804S-1, 1 of 9	Double lane closure - (Night & Weekend)	EA	1.00	$ 868.00
804S-1, 10, 12 of 13	Bike lane adjacent to parking lane /reverse/traffic encroachment - (Mon-Fri)	EA	1.00	$ 901.00
804S-1, 10, 12 of 13	Bike lane adjacent to parking lane /reverse/traffic encroachment - (Night & Weekend)	EA	1.00	$ 1,021.00
804S-1, 4 of 9	Sidewalk closure - (Mon-Fri)	EA	1.00	$ 273.00
804S-1, 4 of 9	Sidewalk closure - (Night & Weekend)	EA	1.00	$ 328.00
804S-1, 7 of 9	Traffic shift - (Mon-Fri)	EA	1.00	$ 1,021.00
804S-1, 7 of 9	Traffic shift - Night & Weekend)	EA	1.00	$ 1,082.00
804S-2, 5, 6 of 8	Road closure - Incl, 12 signs/stand and TY III's - (Mon -Fri)	EA	1.00	$ 961.00
804S-2, 5, 6 of 8	Road closure - Incl, 12 signs/stand and TY III's - (Night & Weekend)	EA	1.00	$ 1,082.00
Mon - Fri	Mobile operation - Incl, truck 1, AB 1, signs/stand, cones and 2 staff members - (8 hours shift)	EA	1.00	$ 1,474.00
Night & Weekend	Mobile operation - Incl, truck 1, AB 1, signs/stand, cones and 2 staff members - (8 hours shift)	EA	1.00	$ 1,621.00
	FREEWAYS, HIGHWAYS AND ACCESS ROADS			
	Single lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Mon-Fri)	EA	1.00	$ 1,922.00
	Single lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Night & Weekend)	EA	1.00	$ 2,075.00
	Double lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Mon-Fri)	EA	1.00	$ 2,785.00
	Double lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Night & Weekend)	EA	1.00	$ 3,303.00
	Shoulder closure - Incl, TMA 1, signs/stand and drums - (Mon-Fri)	EA	1.00	$ 1,447.00
	Shoulder closure - Incl, TMA 1, signs/stand and drums - (Night & Weekend)	EA	1.00	$ 1,529.00
	Truck mounted attenuator (TMA) with a driver (Mon-Fri - 8 hours shift)	DAY	1.00	$ 945.00
	Truck mounted attenuator (TMA) with a driver (Night & Weekend - 8 hours shift)	DAY	1.00	$ 1,075.00
	Stand by time for any the above closures - hourly rate per traffic control technician	HR	1.00	$ 44.00
	EQUIPMENT RENTAL	EA	DAY	MONTH
	Truck mounted attenuator (TMA)	EA	$ 770.00	$ 5,405.00
	Portable changeable message board (MB)	EA	$ 366.00	$ 3,243.00
	Trailer mounted arrow board (AB)	EA	$ 104.00	$ 863.00
	Portable light tower (10 hours max)	EA	$ 126.00	$ 1,082.00
	TY III barricades	EA	$ 9.00	$ 87.00
	TY I barricades	EA	$ 5.00	$ 49.00
	Reflective roll up signs	EA	$ 4.00	$ 44.00
	Metal signs stand	EA	$ 5.00	$ 49.00
	Traffic drums	EA	$ 5.00	$ 49.00
	28" traffic cones	EA	$ 3.00	$ 17.00

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

Commissioners Court - Regular Session **58.**

Meeting Date: 01/10/2023

Approval of Professional Service Agreement with Kleinfelder, Inc.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the execution of the agreement between Kleinfelder, Inc. and Williamson County, pursuant to RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services.

Background

On 12.20.2022 with agenda item 55, Williamson County awarded 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. The Kleinfelder, Inc. contract was still being worked and is now ready to be executed. Each as-needed contract amount shall be up to $400,000.00 for various projects for Road Bond Services. The funding source is Road Bond Program and the department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder, Inc PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 11:20 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2023 08:37 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:39 AM
Final Approval Date: 01/06/2023		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Kleinfelder, Inc.** **("Engineer")**
ADDRESS: **11100 Metric Blvd, Suite 100, Austin, Texas 78758**
PROJECT: **22RFSQ147 On-Call Materials & Geotechnical Engineering Services Road Bond ("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:

Kelly Daniel
11100 Metric Blvd
Suite 100
Austin, Texas 78758

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: Kelly Daniel
11100 Metric Blvd
Suite 100
Austin, Texas 78758

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

Kleinfelder, Inc.

By Kelly, Daniel

Printed Name: Kelly Daniel

Title: Operations M[illegible]r

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.

Kleinfelder, Inc.
Name of Firm

Kelly Daniel
Signature of Certifying Official

Kelly Daniel
Printed Name of Certifying Official

Operations 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 Kelly Daniel the Operations Manager of Kleinfelder, Inc. ,on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: March 28, 2024

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:
	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.

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY

TECHNICAL STAFF RATES

Technician	$	65/ hour
Senior Inspector	$	105/ hour
Welding Inspector	$	110/ hour

PROFESSIONAL STAFF RATES

Engineer in Training	$	120/ hour
Graduate Engineer	$	105/ hour
Project Engineer	$	150/ hour
Project Manager	$	150/ hour
Principal	$	165/ hour

ADMINISTRATIVE STAFF RATES

Administrative/Clerical	$	72/ hour
Project Administrator	$	82/ hour

Reviewed by: osalazarbueno
Date: 12/07/2022

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Standard Proctor, 4" Mold	D698, T99	$	240.00	each
Standard Proctor, 6" Mold	D698, T99	$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	$	260.00	each
Modified Proctor, 6" Mold	D1557, T180	$	260.00	each
Proctor Check Point	T272	$	125.00	each
Proctor Oversize Correction	D4718	$	70.00	each
Treated Soil Proctor	D558	$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	$	400.00	each
Moisture/Density, TEX 113-E	TEX-113-E	$	275.00	each
Moisture/Density, TEX 114-E	TEX-114-E	$	275.00	each
Nuclear Density Test	D6938, TEX-115-E	$	28.00	each
Triaxial Test, TEX117E, Part I	TEX-117E	$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX-117E	$	1,950.00	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	**Standard Test Method†**	**Fee**		
Visual Classification	D2488	$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140, TEX-111-E	$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88, TEX-110-E	$	85.00	each
Sieve Analysis, Coarse	D422, D6913, T88, TEX-110-E	$	85.00	each
Hydrometer Analysis *d)*	D422, D7928	$	175.00	each
Water Content	D2216, D4363, TEX-103-E	$	25.00	each
Atterberg Limits, Single Point	D4318, TEX-104, 105, 106-E	$	79.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	150.00	each
Soil Specific Gravity	D854, T100	$	110.00	each
Soil Organic Content	D2974-C	$	110.00	each
Soil pH	D4972, G51, TEX-128-E	$	60.00	each
Soil Resistivity	G187	$	160.00	each
Chloride Content		$	60.00	each
Sulfate Content	TEX-145-E	$	60.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	30	each
Unconfined Compressive Strength	D2166, T208	$	140	each
Direct Shear, 1 Point	D3080, T236	$	150	each
Direct Shear, 3 Points	D3080, T236	$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	250	each
Consolidation without Time Rate Plots	D2435-Modified	$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	630	each
Collapse Potential	D5333	$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	475	each
Expansion Index	D4829	$	195	each
Denver Swell Test		$	125	each
Permeability, Rigid Wall	D2434	$	450	each
Permeability, Flexible Wall	D5084-C	$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	300	each
Triaxial Test, TEX117E, Part I	TEX-117-E	$	1,950	each
Triaxial Test, TEX117E, Part II	TEX-117-E	$	1,950	each

AGGREGATE TESTS

Test	**Standard Test Method†**	**Fee**		
Acid Solubility	TEX-612-J	$	175.00	each
Clay Lumps and Friable Particles, per size *(see note below)*	C142, T112	$	105.00	each
Coarse Specific Gravity & Absorption	C127, T85	$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	$	105.00	each
Flat and Elongated Particles, per size *(see note below)*	D4791	$	80.00	each
Fractured Faces, per size *(see note below)*	D5821, T335	$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535, TEX-410-A	$	350.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Los Angeles Abrasion, Small Aggregate	C131, T96, TEX-410-A	$	320.00	each
Mortar Sand Strength	C87, CTM515	$	580.00	each
Organic Impurities	C40, T21, TEX-408-A	$	65.00	each
Sand Equivalent, 1 point	D2419, T176	$	75.00	each
Sand Equivalent, 3 points	D2419, T176	$	140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	$	75.00	each
Sieve Analysis, Fine	C136, T27	$	85.00	each
Sieve Analysis, Coarse	C136, T27	$	85.00	each
Soundness of Aggregate, per size	C88, T104	$	330.00	each
Unit Weight	C29, T19	$	65.00	each
Water Content	D2216, C566, T255	$	25.00	each
Texas Wet Ball Mill	TEX-116-E	$	300.00	each
Decantation Wash	TEX-406-A	$	60.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	135.00	each
Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.				

CONCRETE TESTS

Test	**Standard Test Method†**	**Fee**		
Concrete Compression	C39	$	25.00	each
Concrete Core Compression	C42	$	70.00	each
Concrete Cylinder Unit Weight	C567	$	105.00	each
Concrete Flexural Strength	C78	$	105.00	each
Shotcrete Compression	C1140	$	80.00	each
CLSM Compression	D4832	$	45.00	each

MASONRY TESTS

Test	**Standard Test Method†**	**Fee**		
Masonry Grout Compression	C1019	$	25.00	each
Masonry Mortar Compression	C942	$	25.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination *(calculation only)*	D3203	$	50.00	each
Gradation of Extracted Aggregate	D5444	$	120.00	each
AC Core Thickness	D3549	$	15.00	each
AC Content by Extraction	D2172	$	210.00	each
Hveem Stability	D1560	$	340.00	each
Hveem Stability without Compaction	D1560	$	175.00	each
AC Content by Ignition Oven	D6307, T308	$	150.00	each
AC Moisture Content	T329	$	55.00	each
AC Content by Nuclear Gauge	D4125	$	220.00	each
Marshall Stability and Flow *(does not include compaction)*	D6927	$	160.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	55.00	each

DESIGN AND DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Maximum Theoretical Specific Gravity	D2041	$	150.00	each
Mix Design, Hveem Method		$	5,400.00	each
Mix Design, Marshall Method		$	3,000.00	each
Mix Design, Superpave Method		$	6,000.00	each

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	**Standard Test Method†**	**Fee**		
Rock Sample Preparation	D4543	$	100	each
Sample Crushing		$	150	each
Sample Cutting and Trimming		$	35	each
Sample Mixing and Processing		$	105	each
Sample Preparation		$	55	each
Sample Preparation, per hour		$	105	each
Sample Remolding		$	80	each
Contamination Fee		$	250	each
Sample Disposal Fee		$	10	each

MISCELLANEOUS

Test	Standard Test Method†	Fee		
Hydraulic Ram Calibration		$	300.00	each
Vehicle Charge, per trip		$	60.00	each

** Other test methods quoted upon request.

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO**

BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services. Technical professional time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
3. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate.
4. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of

ANCHOR TESTING

2022 Fee Schedule

Description	Fee/Rate
AWS CWI/ASNT Technician Rate	$80.00 per Hour *OT Rate of $110.00
Coatings Inspection	$80.00 per Hour *OT Rate of $110.00
Trip Charge Austin and Surrounding Areas *(Within 49 miles or less of headquarters.)*	$50.00 per trip
IRS Approved Rate *(Based on current government rates. For out-of-area projects in driving range, 50 miles or more from headquarters.)*	
Ultrasonics Equipment – Manual Shear Wave – Ultrasonic Thickness *(Rate applies to time used on-site.)*	$30.00 per hour * In addition to Hourly rate
Magnetic Particle Equipment	$45.00 per Day
Dye Penetrant Equipment	$35.00 per Test
Coatings Inspection Kit	$50.00 per Day
Administrator Reporting/Invoicing	$65.00 per Hour

*Per Diem will be charged as needed and at current federal rates.
*Charges are accrued from portal to portal.
*Overtime rates are applicable to time worked in excess of 40 hours per week per inspector on Kleinfelder-specific jobs, and Saturday, Sundays, and holidays.
*Fuel for Misc. Equipment will be charged as used at current Price – this does not include fuel for vehicles.

Thank you,
Brad Evans
AWS CWI, ASNT NDT III, NACE II
Owner/Manager

ANCHOR TESTING
16709 DECKER CREEK DR, MANOR, TX, 78653
M (512) 294-4958 WWW.ANCHORNDT.COM

Effective 4/4/2022

AUSTIN GEO-LOGIC

Geotechnical Drilling Rates

Soil augering/air drilling with sampling*:	$17.00 per foot
Hollow Stem*:	$24.00 per foot
Rock Coring, soft rock, carbide bits*:	$20.00 per foot
Rock Coring, hard rock, diamond bits*:	$26.00 per foot
Shale Coring*:	$23.00 per foot
Minimum drilling charge :	$950.00 per job
Rig standby or excessive clean-up charge:	$250.00 per hour
Local Mobilization (within 50-mile radius):	$400.00 per job
Air Compressor:	$150.00 per day
NX Core Boxes:	$10.00 each
HQ Core Boxes:	$12.00 each
Bentonite Hole Plug:	$5.00 per foot
Hourly Drilling$^{\alpha}$:	$250.00 per hour
Asphalt Patch:	$20.00 each
Concrete Patch:	$30.00 each

*Drilling depths from 50 ft to 100 ft will incur an additional $3.00 charge per foot. Depths from 100 ft to 150 ft incur an additional $7.00 charge per foot. Depths beyond 150 ft will be priced individually.

Local Mobilization Only

Utility location and coordination provided by customer unless previous arrangements have been made.

Work required to be completed on Saturday and Sunday, there is an additional $500 charge per day per crew.

Weekly mobilization charge of $1000 for large projects (400-feet).

Reaming and casing is not included in any pricing shown.

Additional Samples beyond standard sampling at $25.00 (0-50 ft), $40 (50-100 ft).

Estimates required for roadway drilling, quarry drilling, and jobs over $5000.00

Traffic Control signs by us is an additional cost.

Coring prices do not include marble, granite, dolomitic limestone.

10-day mobilizations require an estimate.

$^{\alpha}$4-hr minimum.

Extra Charges will be required for Mud Rotary.

Equipment damage due to poor site access will be billed to customer.

Texas Geo Bore

2022 Rate Sheet

Mob Drill Rig 0-60 Miles	LS	500.00
Mob Support Truck 0-60 Miles	LS	100.00
Mob Per M.	M	5.00
Crew Mob	LS	100.00
Daily Rate	DA	2,500.00
Hourly Rate	HR	250.00
Minnimum Rate	LS	800.00
Drill / Sample / Soils 0-50'	LF	15.00
Drill / Sample / Soils 50'-75'	LF	17.00
Drill / Sample / Soils 75'-100'	LF	19.00
Drill/Sample / Rock 0-50'	LF	17.00
Drill/Sample / Rock 50'-75'	LF	19.00
Drill/Sample / Rock 75'-100'	LF	21.00
Drill /Sample w/ 4'' Casing	LF	8.00
Continuos Rock Core 0-50'	LF	24.00
Continuos Rock Core 50'-75'	LF	26.00
Continuos Rock Core 75'-100'	LF	28.00
Grouting 6'' Bore	LF	5.00
Perdim / Per / Man Per Night	EA	150.00
Standby	HR	180.00
Clean Up	HR	180.00
Site Prep	HR	180.00
Concrete Cut	EA	75.00
Pavement Core	EA	150.00
TCP's	EA	35.00
Air Compressor 185-CFM	DA	200.00
Light Tower	DA	200.00

If extreme drilling conditions are encounterd rates will be revised.
Equipment Available For Your Services
Gardner Denver 1000 - w/ Air and Mud Rotary Capabilities w/ Auto Hammer.
CME 55 / Mobile B-57 - Hydrostat auger rig w/ Auto Hammer,HSA, Air and Mud Rotary Capabilities.

AREA WIDE PROTECTIVE

PROPOSAL - RVSD

Office ID	PROPOSAL ID
311	12/15/2022 9:32

CUSTOMER INFORMATION
KLEINFELDER AUSTIN
ROBIN MCLINDEN
858.395.5338
RMCLINDEN@KLEINFELDER.COM

PROJECT INFORMATION
TRAVIS COUNTY
KLEINFELDER AUSTIN 2022-2023 PRICING
TRAFFIC CONTROL RATES
12/15/2022

ITEM	LEASE EQUIPMENT RATES	UNIT	QNTY	RATE	AMOUNT
2-3010-1	Lease Type 1 Barricade. Daily rate per each.	EA		$2.00	$0.00
2-3010-2	Lease Type 1 Barricade. Weekly rate per each.	EA		$6.00	$0.00
2-3010-3	Lease Type 1 Barricade. Monthly rate per each.	EA		$18.00	$0.00
2-3012-1	Lease Type 2 Barricade. Daily rate per each.	EA		$3.00	$0.00
2-3012-2	Lease Type 2 Barricade. Weekly rate per each.	EA		$9.00	$0.00
2-3012-3	Lease Type 2 Barricade. Monthly rate per each.	EA		$27.00	$0.00
2-3019-1	Lease Type 3 Barricade. Daily rate per each.	EA		$6.00	$0.00
2-3019-2	Lease Type 3 Barricade. Weekly rate per each.	EA		$18.00	$0.00
2-3019-3	Lease Type 3 Barricade. Monthly rate per each.	EA		$54.00	$0.00
2-3020-1	Lease A-frame. Daily rate per each.	EA		$1.00	$0.00
2-3020-2	Lease A-frame. Weekly rate per each.	EA		$3.00	$0.00
2-3020-3	Lease A-frame. Monthly rate per each.	EA		$9.00	$0.00
2-3027-1	Lease vertical panel. Daily rate per each.	EA		$2.00	$0.00
2-3027-2	Lease vertical panel. Weekly rate per each.	EA		$6.00	$0.00
2-3027-3	Lease vertical panel. Monthly rate per each.	EA		$18.00	$0.00
2-3029-1	Lease grabber cone. Daily rate per each.	EA		$1.50	$0.00
2-3029-2	Lease grabber cone. Weekly rate per each.	EA		$4.50	$0.00
2-3029-3	Lease grabber cone. Monthly rate per each.	EA		$13.50	$0.00
2-3070-1	Lease cone. Daily rate per each.	EA		$0.40	$0.00
2-3070-2	Lease cone. Weekly rate per each.	EA		$1.20	$0.00
2-3070-3	Lease cone. Monthly rate per each.	EA		$3.60	$0.00
2-3032-1	Lease large work zone sign. Daily rate per each.	EA		$3.00	$0.00
2-3032-2	Lease large work zone sign. Weekly rate per each.	EA		$9.00	$0.00
2-3032-3	Lease large work zone sign. Monthly rate per each.	EA		$27.00	$0.00
2-3033-1	Lease small work zone sign. Daily rate per each.	EA		$1.50	$0.00
2-3033-2	Lease small work zone sign. Weekly rate per each.	EA		$4.50	$0.00
2-3033-3	Lease small work zone sign. Monthly rate per each.	EA		$13.50	$0.00
2-3034-1	Lease roll up sign. Daily rate per each.	EA		$2.25	$0.00
2-3034-2	Lease roll up sign. Weekly rate per each.	EA		$6.75	$0.00
2-3034-3	Lease roll up sign. Monthly rate per each.	EA		$20.25	$0.00
2-3036-1	Lease little buster sign stand. Daily rate per each.	EA		$3.25	$0.00
2-3036-2	Lease little buster sign stand. Weekly rate per each.	EA		$9.75	$0.00
2-3036-3	Lease little buster sign stand. Monthly rate per each.	EA		$29.25	$0.00
2-3038-1	Lease zephyr rubber sign stand. Daily rate per each.	EA		$1.50	$0.00
2-3038-2	Lease zephyr rubber sign stand. Weekly rate per each.	EA		$4.50	$0.00
2-3038-3	Lease zephyr rubber sign stand. Monthly rate per each.	EA		$13.50	$0.00
2-3039-1	Lease big buster sign stand. Daily rate per each.	EA		$4.25	$0.00
2-3039-2	Lease big buster sign stand. Weekly rate per each.	EA		$12.75	$0.00

2-3039-3	Lease big buster sign stand. Monthly rate per each.	EA	$38.25	$0.00
2-3041-1	Lease square post. Daily rate per each.	EA	$1.00	$0.00
2-3041-2	Lease square post. Weekly rate per each.	EA	$3.00	$0.00
2-3041-3	Lease square post. Monthly rate per each.	EA	$9.00	$0.00
2-3042-1	Lease small 'T' stand. Daily rate per each.	EA	$0.50	$0.00
2-3042-2	Lease small 'T' stand. Weekly rate per each.	EA	$2.00	$0.00
2-3042-3	Lease small 'T' stand. Monthly rate per each.	EA	$6.00	$0.00
2-3043-1	Lease 'T' stand. Daily rate per each.	EA	$1.50	$0.00
2-3043-2	Lease 'T' stand. Weekly rate per each.	EA	$4.50	$0.00
2-3043-3	Lease 'T' stand. Monthly rate per each.	EA	$13.50	$0.00
2-3055-1	Lease plastic drum. Daily rate per each.	EA	$1.75	$0.00
2-3055-2	Lease plastic drum. Weekly rate per each.	EA	$5.25	$0.00
2-3055-3	Lease plastic drum. Monthly rate per each.	EA	$15.75	$0.00
2-3066-1	Lease truck mounted attenuator. Daily rate per each. AWP must be additional insured.	EA	$550.00	$0.00
2-3066-2	Lease truck mounted attenuator. Weekly rate per each. AWP must be additional insured.	EA	$1,650.00	$0.00
2-3066-3	Lease truck mounted attenuator. Monthly rate per each. AWP must be additional insured.	EA	$4,950.00	$0.00
2-3067-1	Lease solar arrowboard. Daily rate per each.	EA	$75.00	$0.00
2-3067-2	Lease solar arrowboard. Weekly rate per each.	EA	$225.00	$0.00
2-3067-3	Lease solar arrowboard. Monthly rate per each.	EA	$675.00	$0.00
2-3068-1	Lease changeable message board. Daily rate per each.	EA	$200.00	$0.00
2-3068-2	Lease changeable message board. Weekly rate per each.	EA	$600.00	$0.00
2-3068-3	Lease changeable message board. Monthly rate per each.	EA	$1,800.00	$0.00
9-3429-L	Labor. Hourly rate per person.	HR	$50.00	$0.00
9-3429-LOT	Labor overtime. Hourly rate per person. Applies to time over 8 consecutive working hours, any night work, and any weekend work.	HR	$75.00	$0.00
5-9999	Lump sum price. Rate is for each truck that mobilizes to Williamson County delivering rental equipment.	EA	$135.00	$0.00

ITEM	TRAFFIC CONTROL SERVICE RATES	UNIT	QNTY	RATE	AMOUNT
9-3390-1L-D	Single Lane Closure Non-TXDOT ROW. Daily Rate.	EA		$440.00	$0.00
9-3390-2L-D	Double Lane Closure Non-TXDOT ROW. Daily Rate.	EA		$615.00	$0.00
9-3390-BL-D	Bike lane closure (Stand alone). Daily rate	EA		$310.00	$0.00
9-3390M-1L-	Single moving lane closure. 1 person crew. Daily rate.	EA		$870.00	$0.00
9-3390M-2L-	Single moving lane closure. 2 person crew. Daily rate.	EA		$1,125.00	$0.00
9-3391-1R-D	Single ramp closure on Expressway excludes TMA. Daily rate.	EA		$310.00	$0.00
9-3392-D	Shoulder closure on TXDOT ROW excludes TMA. Daily Rate.	EA		$310.00	$0.00
9-3410-1.0-D	Road closure. Non-TXDOT ROW excludes TMA. Daily rate.	EA		$675.00	$0.00
9-3410-0.5-D	Half-Road closure. Non-TXDOT ROW. Daily rate.	EA		$565.00	$0.00
9-3411-D	(TA-32) Two-Way Traffic Switch on Non-TXDOT ROW. Daily Rate.	EA		$585.00	$0.00
9-3434-D	Single Road Narrows setup. Non-TXDOT ROW. Daily Rate.	EA		$295.00	$0.00
9-3435-D	Double Road Narrows setup. Non-TXDOT ROW. Daily Rate.	EA		$440.00	$0.00
9-3413-D	Alley closure. Daily rate.	EA		$275.00	$0.00
9-3433-D	Sidewalk closure (Stand alone). Daily rate.	EA		$275.00	$0.00
9-3395-DH	TMA with operator. Daytime hourly rate. 5-hour minimum.	HR		$110.00	$0.00

9-3395-DO	TMA with operator. Daytime hourly overtime rate. Applies to all time over 8-hour shift.	HR	$135.00	$0.00
9-3431-D	Flagger set-up. Daily rate.	EA	$280.00	$0.00
9-3440-CA-H	Flagging services. Additional Flagger. Hourly rate. 5-hour minimum.	HR	$50.00	$0.00
9-3440-CA-O	Flagging services. Additional flagger. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	$75.00	$0.00
9-3425-H	Police officer. Hourly rate. 5-hour minimum.	HR	$100.00	$0.00
9-3425-O	Police officer. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	$135.00	$0.00
9-3801	Cancellation charge.	EA	$150.00	$0.00

This document only validates pricing, not scheduling. To confirm schedule call:
Operations: Cory Smith | csmith@awptraffic.com | (361) 445-5059

For any questions regarding this quote, contact:
Estimator: Trent Mathis | tmathis@awptraffic.com | (860) 200-5991

All hourly nighttime and weekend work shall be charged at the overtime rate.
Excludes standby and maintenance of closures except for hourly rate services. 5-hour minimum for all hourly services.
Traffic Control rates exclude arrowboards, message boards, sign panels and TMA vehicle.
Rates are based off of travel to Williamson County. If travel is expected outside of this region, travel should be charged at a rate of $3.50/mile to cover the cost of the vehicle and the time of the crew.
Mobilization charge for all deliveries of traffic control devices.
For hourly rates, time starts and stops at the AWP Office.
Excludes temporary rumble strips. If needed, call for quote.
When rumble strips are setup/removed by AWP, a TMA will be required to protect workers.
Lease ticket shall remain open until customer calls for pick up.
If scope of service changes in the field, additional charges will be incurred using Book Rates.
Excludes message board daily setup, relocation(s) and message changes.
TMA, Arrow board and Message board rates are per calendar day and subject to delivery and pick up charges.
Contractor responsible for forwarding written discrepancy reports within 24 hours of notice.
Excludes daily traffic control (TCP sheets) and barricade equipment. Call for quote.
Excludes design, engineering, permits, fines and fees.
Excludes on call employee, daily setup, daily relocation and daily maintenance.
Excludes permanent sign, mailbox, CTB, edge, pavement marking, signal, beacon, MBGF and shoulder work.
Excludes sales tax, bonds, and AGC dues.
Items not specifically noted will be additional.
Prices are firm when order is placed within 30 days from contract award.
Proposal based on plans originated prior to bid date. Rates subject to change for plans generated after bid date.
Terms are Net 30 with approved credit.

Any alterations or deviation by the engineer from the plans and specifications will be executed only upon written change order, and will be charged over and above the proposal. All material is guaranteed to be as specified, and the above listed work will be performed in accordance with the plans and specifications submitted. This proposal is an offer to perform the specific work described above and is dependent on the acceptance of an agreeable contract. This proposal will become an attachment to any contract.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work outlined above. Payment will be made as outlined above.

Customer Signature: _____ **Date:** 12.15.2022

Send Contracts to 4244 Mt. Pleasant St. NW, North Canton, OH 44720 or Contracts@awptraffic.com
For projects that require certified payroll, AWP must be notified prior to mobilization.
https://www.awptrafficsafety.com/texas

FSD-CC Approved Rate Period:
11/3/2022 - 11/2/2023

ROADWISE SOLUTIONS

Barricades - Traffic - Striping

HUB Certified
DBE Certified
MBE Certified

1920 E. Riverside Dr, Austin, Texas

ITEMS	DESCRIPTION	UNIT	QNTY	RATE
804S-1 - 5 of 9 M-F	Flagging mobilization, equipment rental, setup and takedown.	EA	1.00	$ 420.00
804S-1 - 5 of 9 N&W	Flagging mobilization, equipment rental, setup and takedown.	EA	1.00	$ 481.00
	Hourly rate per ATTSSA certified flagger (up to 8 hours)	HR	1.00	$ 44.00
804S-1, 1 of 9	Single lane closure - (Mon- Fri)	EA	1.00	$ 420.00
804S-1, 1 of 9	Single lane closure - (Night & Weekend)	EA	1.00	$ 601.00
804S-1, 1 of 9	Double lane closure - (Mon- Fri)	EA	1.00	$ 748.00
804S-1, 1 of 9	Double lane closure - (Night & Weekend)	EA	1.00	$ 868.00
804S-1, 10, 12 of 13	Bike lane adjacent to parking lane /reverse/traffic encroachment - (Mon-Fri)	EA	1.00	$ 901.00
804S-1, 10, 12 of 13	Bike lane adjacent to parking lane /reverse/traffic encroachment - (Night & Weekend)	EA	1.00	$ 1,021.00
804S-1, 4 of 9	Sidewalk closure - (Mon-Fri)	EA	1.00	$ 273.00
804S-1, 4 of 9	Sidewalk closure - (Night & Weekend)	EA	1.00	$ 328.00
804S-1, 7 of 9	Traffic shift - (Mon-Fri)	EA	1.00	$ 1,021.00
804S-1, 7 of 9	Traffic shift - Night & Weekend)	EA	1.00	$ 1,082.00
804S-2, 5, 6 of 8	Road closure - Incl, 12 signs/stand and TY III's - (Mon -Fri)	EA	1.00	$ 961.00
804S-2, 5, 6 of 8	Road closure - Incl, 12 signs/stand and TY III's - (Night & Weekend)	EA	1.00	$ 1,082.00
Mon - Fri	Mobile operation - Incl, truck 1, AB 1, signs/stand, cones and 2 staff members - (8 hours shift)	EA	1.00	$ 1,474.00
Night & Weekend	Mobile operation - Incl, truck 1, AB 1, signs/stand, cones and 2 staff members - (8 hours shift)	EA	1.00	$ 1,621.00
	FREEWAYS, HIGHWAYS AND ACCESS ROADS			
	Single lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Mon-Fri)	EA	1.00	$ 1,922.00
	Single lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Night & Weekend)	EA	1.00	$ 2,075.00
	Double lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Mon-Fri)	EA	1.00	$ 2,785.00
	Double lane closure - Incl, TMA 1, AB 1 signs/stand and drums - (Night & Weekend)	EA	1.00	$ 3,303.00
	Shoulder closure - Incl, TMA 1, signs/stand and drums - (Mon-Fri)	EA	1.00	$ 1,447.00
	Shoulder closure - Incl, TMA 1, signs/stand and drums - (Night & Weekend)	EA	1.00	$ 1,529.00
	Truck mounted attenuator (TMA) with a driver (Mon-Fri - 8 hours shift)	DAY	1.00	$ 945.00
	Truck mounted attenuator (TMA) with a driver (Night & Weekend - 8 hours shift)	DAY	1.00	$ 1,075.00
	Stand by time for any the above closures - hourly rate per traffic control technician	HR	1.00	$ 44.00
	EQUIPMENT RENTAL	**EA**	**DAY**	**MONTH**
	Truck mounted attenuator (TMA)	EA	$ 770.00	$ 5,405.00
	Portable changeable message board (MB)	EA	$ 366.00	$ 3,243.00
	Trailer mounted arrow board (AB)	EA	$ 104.00	$ 863.00
	Portable light tower (10 hours max)	EA	$ 126.00	$ 1,082.00
	TY III barricades	EA	$ 9.00	$ 87.00
	TY I barricades	EA	$ 5.00	$ 49.00
	Reflective roll up signs	EA	$ 4.00	$ 44.00
	Metal signs stand	EA	$ 5.00	$ 49.00
	Traffic drums	EA	$ 5.00	$ 49.00
	28" traffic cones	EA	$ 3.00	$ 17.00

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

Commissioners Court - Regular Session **59.**

Meeting Date: 01/10/2023

CR 307 TCEQ Agent Authorization Form

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 regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 307 Reconstruction Project, a 2019 Road Bond Project in Commissioner Pct. 4. Project: P394. Funding: Road Bond

Background

The CR 307 Reconstruction Project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of K.C. Engineering, Inc. to submit the needed WPAP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 307 TCEQ Agent Authorization Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2023 09:27 AM
Form Started By: Vicky Edwards		Started On: 12/27/2022 03:51 PM
Final Approval Date: 01/05/2023		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Bill Gravell,
Print Name

Williamson County Judge,
Title - Owner/President/Other

of Williamson County, TX,
Corporation/Partnership/Entity Name

have authorized Greg Haley, P.E.
Print Name of Agent/Engineer

of K.C. Engineering, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **60.**

Meeting Date: 01/10/2023

Rodriguez Engr Lab 22RFSQ147 Contract Amendment No 1

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson County dated December 20, 2022 for On-Call Materials and Geotechnical Engineering Services. This Contract Amendment No. 1 is to update the rate schedule. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Engr Lab 22RFSQ147 Contract Amendment No 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/29/2022 11:28 AM
Infrastructure Department (Originator)	Vicky Edwards	12/29/2022 12:11 PM
Hal Hawes	Hal Hawes	12/29/2022 02:58 PM
County Judge Exec Asst.	Becky Pruitt	12/29/2022 03:26 PM
Form Started By: Vicky Edwards		Started On: 12/29/2022 10:53 AM
Final Approval Date: 12/29/2022		

AMENDMENT NO. 1
TO
CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective December 20, 2022, wherein Engineer agreed to perform certain professional engineering services in connection with the 22RFSQ147 On-Call Materials and Geotechnical Engineering Services for Williamson County Road and Bridge ("Project");

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. <u>Amendment to Exhibit D – Rate Schedule</u>

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Rodriguez Engineering Laboratories LLC	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Jose Melendez, P.E.	Printed Name: Bill Gravell, Jr.
Title: Laboratory Engineer	Title: County Judge
Date: December 29, 2022	Date: _____

Exhibit D

Rate Schedule

Please see next pages.

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

Commissioners Court - Regular Session **61.**

Meeting Date: 01/10/2023

Approval of the Purchase of Two (2) Model Year 2023 Ford F-250 Trucks from Silsbee Ford 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 approving the purchase of two (2) Model Year 2023 Ford F-250 Regular Cab Trucks from Silsbee Ford in the amount of $85,832.50, pursuant to TIPS Cooperative Contract #210907.

Background

Approval of this purchase will support the Williamson County Road and Bridge Department. Fleet Services and the Budget office have both reviewed this item.

Originally three (3) vehicles were ordered from Silsbee Ford in Fiscal Year 2021-2022 for Model Year 2022 trucks. Silsbee Ford cannot fulfill that order due to lack of inventory. That Purchase Order has been canceled. Silsbee Ford can provide Model Year 2023 trucks as specified but at a higher price. Department is requesting this order of two (2) Model Year 2023 trucks for the fleet instead of the original three. Funding was moved from FY22 to FY23 by the Budget Office to make this change. This purchase is to provide new trucks for new positions. Funding Source 01.0200.0210.05700. The point of Contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 10:41 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:44 AM
Form Started By: Gretchen Glenn		Started On: 01/04/2023 03:10 PM
Final Approval Date: 01/05/2023		

PRODUCT PRICING SUMMARY

TIPS USA 210907 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: KEVIN TELLER
Email:
Product Description: FORD F-250

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: December 13, 2022

A. **Bid Item:** [redacted]

A. Base Price: $ 42,322.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
F2A	2023 REGULAR CAB 4X2 8FT BED	$ -	66S	UPFITTER SWITCHES	$ 165.00
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM RADIO W/SYNC	INCL			
	CRUISE CONTROL	INCL			
	6.8L V8; 10-SPD AUTOMATIC	INCL			
	TRAILER TOW PACKAGE	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	BRAKE CONTROLLER	INCL			

Total of B. Published Options: $ 165.00

Published Option Discount (5%) $ (8.25)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
WHITE	COLOR	REPLACEMENT TRUCKS FOR CANCELLED	NOTE
120-150 DAYS ESTIMATED	DELIVERY	MY22 ORDERS	

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 42,916.25

I. **Quantity Ordered** 2 **x H =** $ 85,832.50

J. **Trade in:** $ -

K. **Total Purchase Price** $ 85,832.50

Commissioners Court - Regular Session **62.**

Meeting Date: 01/10/2023

Award of IFB #23IFB8 Corridor H-Sam Bass 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 #23IFB8 Corridor H-Sam Bass to the lowest and best bidder, Cash Construction, in the amount of $36,145,959.00 and authorizing the execution of the agreement. Funding Source is P462.

Background

Williamson County sent out over five thousand one-hundred (5,100) notifications with one hundred five (105) document takers and received six (6) submitting bids. The bid form included a base bid and a base plus add alternate bid. The add alternate includes a new City of Round Rock 42-inch waterline. The low bidder for both the base bid and the base plus add alternate bid is Cash Construction. Their lowest bid of $36,145,959.00 was 3.0% below the engineers estimate. The bidding was competitive with the lowest two bidders being within 7.5% of each other. In addition to meeting the bid qualifications subject to being low bidder, Cash Construction, has completed previous projects for Williamson County. It is recommended to award the Corridor H-Sam Bass IFB #23IFB8 contract to Cash Construction. Funding Source is P462. Point of contact is Loretta Schietinger.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/05/2023 09:58 AM
County Judge Exec Asst.	Becky Pruitt	01/05/2023 10:03 AM
Form Started By: Gretchen Glenn		Started On: 01/03/2023 03:26 PM
Final Approval Date: 01/05/2023		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

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January 3, 2023

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Corridor H – Sam Bass
Williamson County Project No. 23IFB8
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Cash Construction) was found to be responsive and materially balanced. Following is a summary of the base plus add alternate bid totals:

1.	Cash Construction	$36,145,959.00
2.	DeNucci Constructors, LLC	$38,873,990.00
3.	Joe Bland Construction, L.P.	$39,762,274.65
4.	Austin Engineering Co., Inc.	$41,172,220.66
5.	Capital Excavation	$44,076,875.86
6.	Jordan Foster Construction, LLC	$45,443,630.49

The bid form included a base bid and a base plus add alternate bid. The add alternate includes a new City of Round Rock 42" waterline. The low bidder for both the base bid and the base plus add alternate bid is Cash Construction. This recommendation of award is for the base plus add alternate bid. The lowest bidder was 3.0% below the engineers estimate. The bidding was competitive with the lowest two bidders being within 7.5% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Cash Construction, has completed previous Williamson County road bond projects 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, KFA, for award of the Corridor H – Sam Bass Project construction contract to Cash Construction in the amount of $36,145,959.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Christen Eschberger, VP, PE

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
Corridor H - Sam Bass Rd
December 20, 2022

Bid Comparison

Bidder	Base Bid + ADD ALT Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Cash Construction	$ 36,145,959.00	1	$ (1,103,705.13)	-3.0%	$ -	0.0%
DeNucci Constructors, LLC	$ 38,873,990.00	2	$ 1,624,325.87	4.4%	$ 2,728,031.00	7.5%
Joe Bland Construction, L.P.	$ 39,762,274.65	3	$ 2,512,610.52	6.7%	$ 3,616,315.65	10.0%
Austin Engineering Co., Inc.	$ 41,172,220.66	4	$ 3,922,556.53	10.5%	$ 5,026,261.66	13.9%
Capital Excavation	$ 44,076,875.86	5	$ 6,827,211.73	18.3%	$ 7,930,916.86	21.9%
Jordan Foster Construction, LLC	$ 45,443,630.49	6	$ 8,193,966.36	22.0%	$ 9,297,671.49	25.7%

Bidder	Base Bid only	Rank	Difference from Engineer's	Difference from Engineer's	Difference from Low Bid ($)	Difference from Low Bid (%)
Cash Construction	$ 27,306,240.00	1	$ (1,308,196.78)	-4.6%	$ -	0.0%
DeNucci Constructors, LLC	$ 28,883,851.00	2	$ 269,414.22	0.9%	$ 1,577,611.00	4.4%
Joe Bland Construction, L.P.	$ 29,752,596.81	3	$ 1,138,160.03	4.0%	$ 2,446,356.81	6.8%
Austin Engineering Co., Inc.	$ 30,573,969.66	5	$ 1,959,532.88	6.8%	$ 3,267,729.66	9.0%
Capital Excavation	$ 30,466,966.16	4	$ 1,852,529.38	6.5%	$ 3,160,726.16	8.7%
Jordan Foster Construction, LLC	$ 30,849,971.64	6	$ 2,235,534.86	7.8%	$ 3,543,731.64	9.8%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cash Construction		DeNucci Constructors, LLC		Joe Bland Construction, L.P.		Austin Engineering Co., Inc.		Capital Excavation		Jordan Foster Construction, 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
1	100 6002	PREPARING ROW	136.0	STA	$ 5,000.00	$ 680,000.00	$ 3,500.00	$ 476,000.00	$ 7,500.00	$ 1,020,000.00	$ 4,794.00	$ 651,984.00	$ 4,500.00	$ 612,000.00	$ 6,100.00	$ 829,600.00	$ 22,000.00	$ 2,992,000.00
2	104 6011	REMOVING CONC (MEDIANS)	171	SY	$ 17.00	$ 2,907.00	$ 17.00	$ 2,907.00	$ 20.00	$ 3,420.00	$ 26.00	$ 4,446.00	$ 40.00	$ 6,840.00	$ 42.00	$ 7,182.00	$ 50.00	$ 8,550.00
3	104 6017	REMOVING CONC (DRIVEWAYS)	1,802	SY	$ 16.00	$ 28,832.00	$ 17.00	$ 30,634.00	$ 20.00	$ 36,040.00	$ 26.00	$ 46,852.00	$ 27.00	$ 48,654.00	$ 44.90	$ 80,909.80	$ 32.00	$ 57,664.00
4	104 6021	REMOVING CONC (CURB)	1,029	LF	$ 7.00	$ 7,203.00	$ 10.00	$ 10,290.00	$ 5.00	$ 5,145.00	$ 8.00	$ 8,232.00	$ 4.00	$ 4,116.00	$ 10.90	$ 11,216.10	$ 6.50	$ 6,688.50
5	104 6022	REMOVING CONC (CURB AND GUTTER)	1,180	LF	$ 7.00	$ 8,260.00	$ 10.00	$ 11,800.00	$ 5.00	$ 5,900.00	$ 10.25	$ 12,095.00	$ 6.00	$ 7,080.00	$ 10.90	$ 12,862.00	$ 7.00	$ 8,260.00
6	104 6028	REMOVING CONC (MISC)	104	SY	$ 24.00	$ 2,496.00	$ 17.00	$ 1,768.00	$ 20.00	$ 2,080.00	$ 26.00	$ 2,704.00	$ 242.00	$ 25,168.00	$ 35.15	$ 3,655.60	$ 28.00	$ 2,912.00
7	104 6036	REMOVING CONC (SIDEWALK OR RAMP)	384	SY	$ 20.00	$ 7,680.00	$ 17.00	$ 6,528.00	$ 20.00	$ 7,680.00	$ 26.00	$ 9,984.00	$ 26.00	$ 9,984.00	$ 16.90	$ 6,489.60	$ 13.00	$ 4,992.00
8	105 6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	2,886	SY	$ 4.00	$ 11,544.00	$ 6.00	$ 17,316.00	$ 20.00	$ 57,720.00	$ 5.75	$ 16,594.50	$ 6.00	$ 17,316.00	$ 16.25	$ 46,897.50	$ 9.00	$ 25,974.00
9	105 6082	REMOVING STAB BASE AND ASPH PAV (10 TO 16")	4,721	SY	$ 6.00	$ 28,326.00	$ 11.00	$ 51,931.00	$ 18.00	$ 84,978.00	$ 10.50	$ 49,570.50	$ 11.00	$ 51,931.00	$ 16.25	$ 76,716.25	$ 10.00	$ 47,210.00
10	110 6001	EXCAVATION (ROADWAY)	209,009	CY	$ 20.00	$ 4,180,180.00	$ 22.90	$ 4,786,306.10	$ 11.00	$ 2,299,099.00	$ 23.50	$ 4,911,711.50	$ 23.00	$ 4,807,207.00	$ 16.50	$ 3,448,648.50	$ 0.01	$ 2,090.09
11	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	16,593	CY	$ 15.00	$ 248,895.00	$ 21.00	$ 348,453.00	$ 12.00	$ 199,116.00	$ 21.00	$ 348,453.00	$ 27.00	$ 448,011.00	$ 25.15	$ 417,313.95	$ 18.00	$ 298,674.00
12	132 6025	EMBANKMENT (FINAL)(DENS CONT)(TY C1)	6,118	CY	$ 40.00	$ 244,720.00	$ 32.00	$ 195,776.00	$ 14.00	$ 85,652.00	$ 32.00	$ 195,776.00	$ 36.00	$ 220,248.00	$ 25.15	$ 153,867.70	$ 28.00	$ 171,304.00
13	160 WC01	FURNISHING AND PLACING TOPSOIL (4")	103,480	SY	$ 3.00	$ 310,440.00	$ 5.00	$ 517,400.00	$ 8.00	$ 827,840.00	$ 6.00	$ 620,880.00	$ 5.00	$ 517,400.00	$ 3.88	$ 401,502.40	$ 2.80	$ 289,744.00
14	161 WC01	EROSION CONTROL COMPOST (3")	25,877	SY	$ 4.00	$ 103,508.00	$ 9.00	$ 232,893.00	$ 6.00	$ 155,262.00	$ 7.75	$ 200,546.75	$ 4.00	$ 103,508.00	$ 5.05	$ 130,678.85	$ 4.25	$ 109,977.25
15	162 WC103	MULCH TOP DRESSING (5")	24,904	SY	$ 5.00	$ 124,520.00	$ 12.00	$ 298,848.00	$ 7.00	$ 174,328.00	$ 5.75	$ 143,198.00	$ 1.00	$ 24,904.00	$ 4.85	$ 120,784.40	$ 4.00	$ 99,616.00
16	164 WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY4)	44,505	SY	$ 1.00	$ 44,505.00	$ 0.90	$ 40,054.50	$ 1.50	$ 66,757.50	$ 0.99	$ 44,059.95	$ 1.00	$ 44,505.00	$ 0.30	$ 13,351.50	$ 0.32	$ 14,241.60
17	164 WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY7)	147,665	SY	$ 1.00	$ 147,665.00	$ 0.90	$ 132,898.50	$ 1.50	$ 221,497.50	$ 1.10	$ 162,431.50	$ 1.00	$ 147,665.00	$ 0.39	$ 57,589.35	$ 0.38	$ 56,112.70
18	164 WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	5,045	SY	$ 1.00	$ 5,045.00	$ 0.90	$ 4,540.50	$ 2.00	$ 10,090.00	$ 0.99	$ 4,994.55	$ 1.00	$ 5,045.00	$ 0.30	$ 1,513.50	$ 0.32	$ 1,614.40
19	166 6002	FERTILIZER	6.70	TON	$ 2,450.00	$ 16,415.00	$ 1,300.00	$ 8,710.00	$ 2,400.00	$ 16,080.00	$ 2,903.08	$ 19,450.64	$ 156.00	$ 1,045.20	$ 1,670.00	$ 11,189.00	$ 1,800.00	$ 12,060.00
20	168 WC01	VEGETATIVE WATERING	3,181	MG	$ 10.00	$ 31,810.00	$ 30.00	$ 95,430.00	$ 35.00	$ 111,335.00	$ 58.00	$ 184,498.00	$ 13.00	$ 41,353.00	$ 41.45	$ 131,852.45	$ 35.00	$ 111,335.00
21	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	10,000	SY	$ 1.50	$ 15,000.00	$ 2.20	$ 22,000.00	$ 3.00	$ 30,000.00	$ 1.63	$ 16,300.00	$ 2.50	$ 25,000.00	$ 2.10	$ 21,000.00	$ 2.30	$ 23,000.00
22	169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	4,140	SY	$ 3.00	$ 12,420.00	$ 7.50	$ 31,050.00	$ 4.00	$ 16,560.00	$ 2.26	$ 9,356.40	$ 8.00	$ 33,120.00	$ 2.15	$ 8,901.00	$ 5.50	$ 22,770.00
23	169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	3,110	SY	$ 3.00	$ 9,330.00	$ 7.50	$ 23,325.00	$ 4.00	$ 12,440.00	$ 5.23	$ 16,265.30	$ 8.00	$ 24,880.00	$ 2.15	$ 6,686.50	$ 5.50	$ 17,105.00
24	169 6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	1,510	SY	$ 2.00	$ 3,020.00	$ 7.50	$ 11,325.00	$ 20.00	$ 30,200.00	$ 5.23	$ 7,897.30	$ 8.00	$ 12,080.00	$ 16.20	$ 24,462.00	$ 6.50	$ 9,815.00
25	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	29,992	CY	$ 55.00	$ 1,649,560.00	$ 63.00	$ 1,889,496.00	$ 98.00	$ 2,939,216.00	$ 86.00	$ 2,579,312.00	$ 74.00	$ 2,219,408.00	$ 65.50	$ 1,964,476.00	$ 63.00	$ 1,889,496.00
26	310 6001	PRIME COAT (MULTI OPTION)	14,820	GAL	$ 6.00	$ 88,920.00	$ 4.50	$ 66,690.00	$ 6.00	$ 88,920.00	$ 6.30	$ 93,366.00	$ 6.00	$ 88,920.00	$ 5.30	$ 78,546.00	$ 5.00	$ 74,100.00
27	316 6193	AGGR(TY-D GR-5 SAC-B)	494	CY	$ 190.00	$ 93,860.00	$ 400.00	$ 197,600.00	$ 420.00	$ 207,480.00	$ 359.29	$ 177,489.26	$ 345.00	$ 170,430.00	$ 300.00	$ 148,200.00	$ 300.00	$ 148,200.00
28	316 6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	23,712	GAL	$ 5.00	$ 118,560.00	$ 8.00	$ 189,696.00	$ 8.00	$ 189,696.00	$ 5.74	$ 136,106.88	$ 5.00	$ 118,560.00	$ 5.00	$ 118,560.00	$ 4.70	$ 111,446.40
29	354 6021	PLANE ASPH CONC PAV(0" TO 2")	1,164	SY	$ 3.00	$ 3,492.00	$ 16.00	$ 18,624.00	$ 22.00	$ 25,608.00	$ 23.95	$ 27,877.80	$ 23.00	$ 26,772.00	$ 20.20	$ 23,512.80	$ 25.00	$ 29,100.00
30	400 6005	CEM STABIL BKFL	182.5	CY	$ 118.00	$ 21,535.00	$ 253.00	$ 46,172.50	$ 225.00	$ 41,062.50	$ 250.00	$ 45,625.00	$ 260.00	$ 47,450.00	$ 300.00	$ 54,750.00	$ 235.00	$ 42,887.50
31	400 6006	CUT & RESTORING PAV	198	SY	$ 123.00	$ 24,354.00	$ 120.00	$ 23,760.00	$ 105.00	$ 20,790.00	$ 169.00	$ 33,462.00	$ 267.00	$ 52,866.00	$ 260.00	$ 51,480.00	$ 350.00	$ 69,300.00
32	401 6001	FLOWABLE BACKFILL	100	CY	$ 182.00	$ 18,200.00	$ 231.00	$ 23,100.00	$ 320.00	$ 32,000.00	$ 290.50	$ 29,050.00	$ 419.00	$ 41,900.00	$ 310.00	$ 31,000.00	$ 220.00	$ 22,000.00
33	402 6001	TRENCH EXCAVATION PROTECTION	7,878	LF	$ 8.00	$ 63,024.00	$ 1.00	$ 7,878.00	$ 10.00	$ 78,780.00	$ 4.25	$ 33,481.50	$ 6.00	$ 47,268.00	$ 6.25	$ 49,237.50	$ 4.15	$ 32,693.70
34	416 6002	DRILL SHAFT (24 IN)	252	LF	$ 219.00	$ 55,188.00	$ 300.00	$ 75,600.00	$ 400.00	$ 100,800.00	$ 325.14	$ 81,935.28	$ 362.00	$ 91,224.00	$ 280.00	$ 70,560.00	$ 265.00	$ 66,780.00
35	416 6031	DRILL SHAT (TRF SIG POLE)(30 IN)	36	LF	$ 350.00	$ 12,600.00	$ 285.00	$ 10,260.00	$ 50.00	$ 1,800.00	$ 322.07	$ 11,594.52	$ 302.00	$ 10,872.00	$ 270.00	$ 9,720.00	$ 300.00	$ 10,800.00
36	416 6032	DRILL SHAT (TRF SIG POLE)(36 IN)	70	LF	$ 500.00	$ 35,000.00	$ 430.00	$ 30,100.00	$ 50.00	$ 3,500.00	$ 483.10	$ 33,817.00	$ 454.00	$ 31,780.00	$ 400.00	$ 28,000.00	$ 450.00	$ 31,500.00
37	416 6034	DRILL SHAT (TRF SIG POLE)(48 IN)	44	LF	$ 700.00	$ 30,800.00	$ 545.00	$ 23,980.00	$ 50.00	$ 2,200.00	$ 611.93	$ 26,924.92	$ 575.00	$ 25,300.00	$ 510.00	$ 22,440.00	$ 580.00	$ 25,520.00
38	420 6010	CL A CONC (PLUG)	1	EA	$ 793.00	$ 793.00	$ 900.00	$ 900.00	$ 800.00	$ 800.00	$ 1,451.54	$ 1,451.54	$ 304.00	$ 304.00	$ 4,710.00	$ 4,710.00	$ 2,900.00	$ 2,900.00
39	420 6013	CL C CONC (ABUT)	38.6	CY	$ 1,348.00	$ 52,032.80	$ 1,350.00	$ 52,110.00	$ 1,800.00	$ 69,480.00	$ 1,422.51	$ 54,908.89	$ 1,522.00	$ 58,749.20	$ 1,440.00	$ 55,584.00	$ 2,100.00	$ 81,060.00
40	422 6007	REINF CONC SLAB (SLAB BEAM)	1,960	SF	$ 23.00	$ 45,080.00	$ 26.00	$ 50,960.00	$ 65.00	$ 127,400.00	$ 27.87	$ 54,625.20	$ 29.00	$ 56,840.00	$ 35.30	$ 69,188.00	$ 40.00	$ 78,400.00
41	422 6013	BRIDGE SIDEWALK	385	SF	$ 15.00	$ 5,775.00	$ 12.00	$ 4,620.00	$ 15.00	$ 5,775.00	$ 12.77	$ 4,916.45	$ 13.00	$ 5,005.00	$ 19.50	$ 7,507.50	$ 25.00	$ 9,625.00
42	422 6015	APPROACH SLAB	116.5	CY	$ 667.00	$ 77,705.50	$ 770.00	$ 89,705.00	$ 800.00	$ 93,200.00	$ 801.25	$ 93,345.63	$ 836.00	$ 97,394.00	$ 860.00	$ 100,190.00	$ 575.00	$ 66,987.50
43	425 6010	PRESTR CONC SLAB BEAM (5SB12)	378.86	LF	$ 243.00	$ 92,062.98	$ 285.00	$ 107,975.10	$ 450.00	$ 170,487.00	$ 301.92	$ 114,385.41	$ 331.00	$ 125,402.66	$ 260.00	$ 98,503.60	$ 260.00	$ 98,503.60
44	432 6002	RIPRAP (CONC)(5 IN)	323	CY	$ 564.00	$ 182,172.00	$ 860.00	$ 277,780.00	$ 500.00	$ 161,500.00	$ 877.00	$ 283,271.00	$ 945.00	$ 305,235.00	$ 740.00	$ 239,020.00	$ 850.00	$ 274,550.00
45	432 6032	RIPRAP (STONE PROTECTION)(15 IN)	143	CY	$ 200.00	$ 28,600.00	$ 135.00	$ 19,305.00	$ 220.00	$ 31,460.00	$ 250.00	$ 35,750.00	$ 133.00	$ 19,019.00	$ 178.00	$ 25,454.00	$ 230.00	$ 32,890.00
46	432 6034	RIPRAP (STONE PROTECTION)(21 IN)	31	CY	$ 220.00	$ 6,820.00	$ 135.00	$ 4,185.00	$ 220.00	$ 6,820.00	$ 250.00	$ 7,750.00	$ 133.00	$ 4,123.00	$ 248.00	$ 7,688.00	$ 400.00	$ 12,400.00
47	432 6045	RIPRAP (MOW STRIP)(4 IN)	37	CY	$ 623.00	$ 23,051.00	$ 970.00	$ 35,890.00	$ 850.00	$ 31,450.00	$ 651.00	$ 24,087.00	$ 1,061.00	$ 39,257.00	$ 1,020.00	$ 37,740.00	$ 850.00	$ 31,450.00
48	442 6007	STR STEEL (MISC NON - BRIDGE)	306.0	LB	$ 20.00	$ 6,120.00	$ 26.00	$ 7,956.00	$ 40.00	$ 12,240.00	$ 27.87	$ 8,528.22	$ 182.00	$ 55,692.00	$ 30.20	$ 9,241.20	$ 22.00	$ 6,732.00
49	450 6006	RAIL (TY T223)	49.0	LF	$ 160.00	$ 7,840.00	$ 230.00	$ 11,270.00	$ 450.00	$ 22,050.00	$ 243.86	$ 11,949.14	$ 182.00	$ 8,918.00	$ 201.00	$ 9,849.00	$ 275.00	$ 13,475.00
50	450 6032	RAIL (TY C223)	49.0	LF	$ 201.00	$ 9,849.00	$ 490.00	$ 24,010.00	$ 450.00	$ 22,050.00	$ 267.08	$ 13,086.92	$ 334.00	$ 16,366.00	$ 340.00	$ 16,660.00	$ 350.00	$ 17,150.00
51	450 6052	RAIL (HANDRAIL)(TY F)	119	LF	$ 229.00	$ 27,251.00	$ 490.00	$ 58,310.00	$ 400.00	$ 47,600.00	$ 26.71	$ 3,178.49	$ 243.00	$ 28,917.00	$ 183.00	$ 21,777.00	$ 185.00	$ 22,015.00
52	459 6007	GABION MATTRESS (GALV)(12 IN)	152	SY	$ 132.00	$ 20,064.00	$ 106.00	$ 16,112.00	$ 400.00	$ 60,800.00	$ 168.38	$ 25,593.76	$ 103.00	$ 15,656.00	$ 126.00	$ 19,152.00	$ 80.00	$ 12,160.00
53	462 6001	CONC BOX CULV (3 FT X 2 FT)	1,079	LF	$ 250.00	$ 269,750.00	$ 390.00	$ 420,810.00	$ 350.00	$ 377,650.00	$ 412.00	$ 444,548.00	$ 506.00	$ 545,974.00	$ 440.00	$ 474,760.00	$ 475.00	$ 512,525.00
54	462 6002	CONC BOX CULV (3 FT X 3 FT)	564	LF	$ 275.00	$ 155,100.00	$ 421.00	$ 237,444.00	$ 380.00	$ 214,320.00	$ 441.00	$ 248,724.00	$ 576.00	$ 324,864.00	$ 520.00	$ 293,280.00	$ 525.00	$ 296,100.00
55	462 6003	CONC BOX CULV (4 FT X 2 FT)	506	LF	$ 275.00	$ 139,150.00	$ 413.00	$ 208,978.00	$ 400.00	$ 202,400.00	$ 469.00	$ 237,314.00	$ 552.00	$ 279,312.00	$ 510.00	$ 258,060.00	$ 490.00	$ 247,940.00
56	462 6006	CONC BOX CULV (5 FT X 2 FT)	218	LF	$ 445.00	$ 97,010.00	$ 556.00	$ 121,208.00	$ 460.00	$ 100,280.00	$ 569.00	$ 124,042.00	$ 748.00	$ 163,064.00	$ 670.00	$ 146,060.00	$ 670.00	$ 146,060.00
57	462 6007	CONC BOX CULV (5 FT X 3 FT)	1,800	LF	$ 500.00	$ 900,000.00	$ 581.00	$ 1,045,800.00	$ 510.00	$ 918,000.00	$ 566.00	$ 1,018,800.00	$ 753.00	$ 1,355,400.00	$ 670.00	$ 1,206,000.00	$ 675.00	$ 1,215,000.00
58	462 6010	CONC BOX CULV (6 FT X 3 FT)	640	LF	$ 550.00	$ 352,000.00	$ 701.00	$ 448,640.00	$ 625.00	$ 400,000.00	$ 677.00	$ 433,280.00	$ 157.00	$ 100,480.00	$ 830.00	$ 531,200.00	$ 850.00	$ 544,000.00
59	462 6096	CONC BOX CULV (8 FT X 3 FT)	784	LF	$ 650.00	$ 509,600.00	$ 945.00	$ 740,880.00	$ 825.00	$ 646,800.00	$ 922.00	$ 722,848.00	$ 1,280.00	$ 1,003,520.00	$ 1,070.00	$ 838,880.00	$ 1,050.00	$ 823,200.00
60	464 6003	RC PIPE (CL III)(18 IN)	3,274	LF	$ 86.00	$ 281,564.00	$ 95.00	$ 311,030.00	$ 65.00	$ 212,810.00	$ 96.00	$ 314,304.00	$ 95.00	$ 311,030.00	$ 120.00	$ 392,880.00	$ 150.00	$ 491,100.00
61	464 6005	RC PIPE (CL III)(24 IN)	1,951	LF	$ 115.00	$ 224,365.00	$ 124.00	$ 241,924.00	$ 87.00	$ 169,737.00	$ 130.00	$ 253,630.00	$ 122.00	$ 238,022.00	$ 158.00	$ 308,258.00	$ 165.00	$ 321,915.00
62	464 6007	RC PIPE (CL III)(30 IN)	258	LF	$ 143.00	$ 36,894.00	$ 161.00	$ 41,538.00	$ 145.00	$ 37,410.00	$ 169.00	$ 43,602.00	$ 173.00	$ 44,634.00	$ 195.00	$ 50,310.00	$ 240.00	$ 61,920.00
63	465 6002	MANH (COMPL)(PRM)(48IN)	10	EA	$ 6,422.00	$ 64,220.00	$ 4,750.00	$ 47,500.00	$ 4,800.00	$ 48,000.00	$ 6,354.00	$ 63,540.00	$ 5,836.00	$ 58,360.00	$ 9,500.00	$ 95,000.00	$ 7,800.00	$ 78,000.00
64	465 6003	MANH (COMPL)(PRM)(60IN)	1	EA	$ 8,963.00	$ 8,963.00	$ 5,750.00	$ 5,750.00	$ 7,500.00	$ 7,500.00	$ 8,700.50	$ 8,700.50	$ 6,199.00	$ 6,199.00	$ 13,100.00	$ 13,100.00	$ 13,000.00	$ 13,000.00
65	465 6070	INLET (COMPL)(PSL)(RC)(3FTX3FT)	2	EA	$ 8,071.00	$ 16,142.00	$ 6,100.00	$ 12,200.00	$ 7,800.00	$ 15,600.00	$ 8,006.00	$ 16,012.00	$ 5,038.00	$ 10,076.00	$ 6,500.00	$ 13,000.00	$ 8,600.00	$ 17,200.00
66	465 6075	INLET (COMPL)(PSL)(RC)(5FTX6FT)	10	EA	$ 8,195.00	$ 81,950.00	$ 10,000.00	$ 100,000.00	$ 15,000.00	$ 150,000.00	$ 7,571.00	$ 75,710.00	$ 7,553.00	$ 75,530.00	$ 11,400.00	$ 114,000.00	$ 11,000.00	$ 110,000.00
67	465 6077	INLET (COMPL)(PSL)(RC)(8FTX8FT)	9	EA	$ 8,988.00	$ 80,892.00	$ 16,500.00	$ 148,500.00	$ 15,000.00	$ 135,000.00	$ 15,428.00	$ 138,852.00	$ 15,000.00	$ 135,000.00	$ 25,000.00	$ 225,000.00	$ 22,000.00	$ 198,000.00
68	465 6129	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX3FT)	1	EA	$ 9,000.00	$ 9,000.00	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00	$ 9,995.00	$ 9,995.00	$ 5,440.00	$ 5,440.00	$ 7,900.00	$ 7,900.00	$ 12,000.00	$ 12,000.00
69	465 6153	INLET (COMPL)(PAZD)(RC)(4FTX4FT)	3	EA	$ 5,250.00	$ 15,750.00	$ 6,800.00	$ 20,400.00	$ 8,000.00	$ 24,000.00	$ 7,174.00	$ 21,522.00	$ 1,685.00	$ 5,055.00	$ 6,700.00	$ 20,100.00	$ 7,500.00	$ 22,500.00
70	466 6178	WINGWALL (PW - 1)(HW=3 FT)	2	EA	$ 15,447.00	$ 30,894.00	$ 6,500.00	$ 13,000.00	$ 12,000.00	$ 24,000.00	$ 9,472.00	$ 18,944.00	$ 7,156.00	$ 14,312.00	$ 5,500.00	$ 11,000.00	$ 26,000.00	$ 52,000.00
71	466 6179	WINGWALL (PW - 1)(HW=4 FT)	1	EA	$ 19,246.00	$ 19,246.00	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	$ 18,787.00	$ 18,787.00	$ 17,587.00	$ 17,587.00	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 30,000.00
72	466 6180	WINGWALL (PW - 1)(HW=5 FT)	1	EA	$ 21,964.00	$ 21,964.00	$ 20,000.00	$ 20,000.00	$ 23,000.00	$ 23,000.00	$ 23,845.00	$ 23,845.00	$ 23,045.00	$ 23,045.00	$ 15,000.00	$ 15,000.00	$ 29,000.00	$ 29,000.00
73	466 6182	WINGWALL (PW - 1)(HW=7 FT)	1	EA	$ 30,910.00	$ 30,910.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 33,129.00	$ 33,129.00	$ 33,537.00	$ 33,537.00	$ 25,700.00	$ 25,700.00	$ 35,000.00	$ 35,000.00
74	466 6208	WINGWALL (SW - 0)(HW=5 FT)	1	EA	$ 14,334.00	$ 14,334.00	$ 22,000.00	$ 22,000.00	$ 18,000.00	$ 18,000.00	$ 25,533.00	$ 25,533.00	$ 25,471.00	$ 25,471.00	$ 11,500.00	$ 11,500.00	$ 25,000.00	$ 25,000.00
75	467 6109	SET (TY I)(S=3 FT)(HW= 3 FT)(6:1)(C)	2	EA	$ 8,504.00	$ 17,008.00	$ 9,500.00	$ 19,000.00	$ 2,400.00	$ 4,800.00	$ 12,035.00	$ 24,070.00	$ 9,764.00	$ 19,528.00	$ 7,300.00	$ 14,600.00	$ 9,400.00	$ 18,800.00
76	467 6110	SET (TY I)(S=3 FT)(HW= 3 FT)(6:1)(P)	4	EA	$ 9,173.00	$ 36,692.00	$ 9,500.00	$ 38,000.00	$ 2,400.00	$ 9,600.00	$ 10,350.00	$ 41,400.00	$ 9,339.00	$ 37,356.00	$ 8,100.00	$ 32,400.00	$ 11,000.00	$ 44,000.00
77	467 6134	SET (TY I)(S=4 FT)(HW= 2 FT)(6:1)(P)	2	EA	$ 9,851.00	$ 19,702.00	$ 12,000.00	$ 24,000.00	$ 2,400.00	$ 4,800.00	$ 11,611.00	$ 23,222.00	$ 12,493.00	$ 24,986.00	$ 9,600.00	$ 19,200.00	$ 11,000.00	$ 22,000.00
78	467 6139	SET (TY I)(S=4 FT)(HW= 3 FT)(4:1)(C)	1	EA	$ 9,982.00	$ 9,982.00	$ 8,400.00	$ 8,400.00	$ 2,400.00	$ 2,400.00	$ 8,993.00	$ 8,993.00	$ 8,247.00	$ 8,247.00	$ 7,100.00	$ 7,100.00	$ 12,000.00	$ 12,000.00
79	467 6174	SET (TY I)(S=5 FT)(HW= 3 FT)(6:1)(P)	2	EA	$ 9,850.00	$ 19,700.00	$ 13,000.00	$ 26,000.00	$ 2,400.00	$ 4,800.00	$ 13,309.00	$ 26,618.00	$ 13,220.00	$ 26,440.00	$ 10,000.00	$ 20,000.00	$ 8,200.00	$ 16,400.00
80	467 6356	SET (TY II) (18 IN) (RCP) (3:1) (C)	2	EA	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 2,400.00	$ 4,800.00	$ 1,239.00	$ 2,478.00	$ 1,061.00	$ 2,122.00	$ 2,170.00	$ 4,340.00	$ 1,800.00	$ 3,600.00
81	467 6358	SET (TY II) (18 IN) (RCP) (4:1) (C)	1	EA	$ 1,698.00	$ 1,698.00	$ 1,700.00	$ 1,700.00	$ 3,800.00	$ 3,800.00	$ 1,238.00	$ 1,238.00	$ 1,273.00	$ 1,273.00	$ 2,230.00	$ 2,230.00	$ 2,100.00	$ 2,100.00
82	467 6359	SET (TY II) (18 IN) (RCP) (4:1) (P)	7	EA	$ 1,523.00	$ 10,661.00	$ 1,700.00	$ 11,900.00	$ 2,400.00	$ 16,800.00	$ 1,239.00	$ 8,673.00	$ 1,273.00	$ 8,911.00	$ 2,230.00	$ 15,610.00	$ 1,800.00	$ 12,600.00
83	467 6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	50	EA	$ 3,000.00	$ 150,000.00	$ 2,400.00	$ 120,000.00	$ 2,400.00	$ 120,000.00	$ 1,774.00	$ 88,700.00	$ 1,637.00	$ 81,850.00	$ 2,560.00	$ 128,000.00	$ 2,100.00	$ 105,000.00
84	467 6390	SET (TY II) (24 IN) (RCP) (4:1) (C)	2	EA	$ 2,372.00	$ 4,744.00	$ 2,600.00	$ 5,200.00	$ 2,400.00	$ 4,800.00	$ 1,519.00	$ 3,038.00	$ 1,516.00	$ 3,032.00	$ 3,060.00	$ 6,120.00	$ 2,300.00	$ 4,600.00
85	467 6391	SET (TY II) (24 IN) (RCP) (4:1) (P)	1	EA	$ 1,470.00	$ 1,470.00	$ 2,600.00	$ 2,600.00	$ 2,400.00	$ 2,400.00	$ 1,519.00	$ 1,519.00	$ 1,516.00	$ 1,516.00	$ 3,060.00	$ 3,060.00	$ 3,000.00	$ 3,000.00
86	496 6002	REMOV STR (INLET)	4	EA	$ 1,500.00	$ 6,000.00	$ 1,000.00	$ 4,000.00	$ 850.00	$ 3,400.00	$ 1,737.00	$ 6,948.00	$ 1,615.00	$ 6,460.00	$ 1,510.00	$ 6,040.00	$ 1,400.00	$ 5,600.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cash Construction		DeNucci Constructors, LLC		Joe Bland Construction, L.P.		Austin Engineering Co., Inc.		Capital Excavation		Jordan Foster Construction, 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
87	496 6004	REMOV STR (SET)	43	EA	$ 1,500.00	$ 64,500.00	$ 850.00	$ 36,550.00	$ 850.00	$ 36,550.00	$ 681.00	$ 29,283.00	$ 906.00	$ 38,958.00	$ 310.00	$ 13,330.00	$ 500.00	$ 21,500.00
88	496 6006	REMOV STR (HEADWALL)	5	EA	$ 1,700.00	$ 8,500.00	$ 1,300.00	$ 6,500.00	$ 1,200.00	$ 6,000.00	$ 1,737.00	$ 8,685.00	$ 1,343.00	$ 6,715.00	$ 6,000.00	$ 30,000.00	$ 3,200.00	$ 16,000.00
89	496 6007	REMOV STR (PIPE)	2,251	LF	$ 45.00	$ 101,295.00	$ 17.00	$ 38,267.00	$ 55.00	$ 123,805.00	$ 26.00	$ 58,526.00	$ 29.00	$ 65,279.00	$ 13.25	$ 29,825.75	$ 12.00	$ 27,012.00
90	500 6001	MOBILIZATION	1	LS	$ 3,600,000.00	$ 3,600,000.00	$ 724,386.10	$ 724,386.10	$ 1,500,000.00	$ 1,500,000.00	$ 500,000.00	$ 500,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,800,000.00	$ 2,800,000.00	$ 3,000,000.00	$ 3,000,000.00
91	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	30	MO	$ 5,000.00	$ 150,000.00	$ 1,750.00	$ 52,500.00	$ 4,500.00	$ 135,000.00	$ 13,588.00	$ 407,640.00	$ 7,000.00	$ 210,000.00	$ 5,900.00	$ 177,000.00	$ 25,000.00	$ 750,000.00
92	506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	385	LF	$ 37.00	$ 14,245.00	$ 30.00	$ 11,550.00	$ 45.00	$ 17,325.00	$ 30.19	$ 11,623.15	$ 27.00	$ 10,395.00	$ 23.10	$ 8,893.50	$ 36.00	$ 13,860.00
93	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	210	LF	$ 82.00	$ 17,220.00	$ 47.00	$ 9,870.00	$ 55.00	$ 11,550.00	$ 33.10	$ 6,951.00	$ 49.00	$ 10,290.00	$ 33.35	$ 7,003.50	$ 42.00	$ 8,820.00
94	506 6011	ROCK FILTER DAMS (REMOVE)	595	LF	$ 20.00	$ 11,900.00	$ 5.00	$ 2,975.00	$ 20.00	$ 11,900.00	$ 13.64	$ 8,115.80	$ 12.00	$ 7,140.00	$ 21.05	$ 12,524.75	$ 9.00	$ 5,355.00
95	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	550	SY	$ 21.00	$ 11,550.00	$ 13.00	$ 7,150.00	$ 22.00	$ 12,100.00	$ 23.22	$ 12,771.00	$ 6.00	$ 3,300.00	$ 18.90	$ 10,395.00	$ 8.00	$ 4,400.00
96	506 6024	CONSTRUCTION EXITS (REMOVE)	550	SY	$ 9.00	$ 4,950.00	$ 1.00	$ 550.00	$ 3.00	$ 1,650.00	$ 11.03	$ 6,066.50	$ 1.00	$ 550.00	$ 11.80	$ 6,490.00	$ 3.00	$ 1,650.00
97	506 6034	CONSTRUCTION PERIMETER FENCE	6,625	LF	$ 4.00	$ 26,500.00	$ 3.50	$ 23,187.50	$ 8.00	$ 53,000.00	$ 4.59	$ 30,408.75	$ 6.00	$ 39,750.00	$ 4.60	$ 30,475.00	$ 10.00	$ 66,250.00
98	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	15,300	LF	$ 4.00	$ 61,200.00	$ 3.50	$ 53,550.00	$ 4.00	$ 61,200.00	$ 3.77	$ 57,681.00	$ 3.50	$ 53,550.00	$ 3.10	$ 47,430.00	$ 3.50	$ 53,550.00
99	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	15,300	LF	$ 1.00	$ 15,300.00	$ 0.50	$ 7,650.00	$ 1.00	$ 15,300.00	$ 0.99	$ 15,147.00	$ 1.00	$ 15,300.00	$ 0.45	$ 6,885.00	$ 1.40	$ 21,420.00
100	506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	1,220	LF	$ 3.00	$ 3,660.00	$ 6.00	$ 7,320.00	$ 10.00	$ 12,200.00	$ 7.55	$ 9,211.00	$ 5.00	$ 6,100.00	$ 5.65	$ 6,893.00	$ 5.75	$ 7,015.00
101	506 6042	BIODEG EROSN CONT LOGS (INSTL) (18")	1,610	LF	$ 4.00	$ 6,440.00	$ 8.00	$ 12,880.00	$ 16.00	$ 25,760.00	$ 11.03	$ 17,758.30	$ 8.00	$ 12,880.00	$ 7.70	$ 12,397.00	$ 10.00	$ 16,100.00
102	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	2,830	LF	$ 5.00	$ 14,150.00	$ 0.50	$ 1,415.00	$ 3.00	$ 8,490.00	$ 1.74	$ 4,924.20	$ 1.00	$ 2,830.00	$ 1.05	$ 2,971.50	$ 1.25	$ 3,537.50
103	508 6003	CONSTRUCTING DETOURS (TY 1)	9,189	SY	$ 78.00	$ 716,742.00	$ 60.00	$ 551,340.00	$ 55.00	$ 505,395.00	$ 46.64	$ 428,574.96	$ 55.00	$ 505,395.00	$ 47.50	$ 436,477.50	$ 85.00	$ 781,065.00
104	512 6005	PORT CTB (FUR & INST)((F-SHAPE)(TY1)	60	LF	$ 39.00	$ 2,340.00	$ 85.00	$ 5,100.00	$ 150.00	$ 9,000.00	$ 31.90	$ 1,914.00	$ 96.00	$ 5,760.00	$ 96.50	$ 5,790.00	$ 100.00	$ 6,000.00
105	512 6009	PORT CTB (FUR & INST)((LOW PROF)(TY1)	1,080	LF	$ 46.00	$ 49,680.00	$ 91.00	$ 98,280.00	$ 150.00	$ 162,000.00	$ 95.41	$ 103,042.80	$ 97.00	$ 104,760.00	$ 27.45	$ 29,646.00	$ 65.00	$ 70,200.00
106	512 6010	PORT CTB (FUR & INST)((LOW PROF)(TY 2)	200	LF	$ 50.00	$ 10,000.00	$ 85.00	$ 17,000.00	$ 150.00	$ 30,000.00	$ 95.88	$ 19,176.00	$ 101.00	$ 20,200.00	$ 27.45	$ 5,490.00	$ 85.00	$ 17,000.00
107	512 6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	4,060	LF	$ 11.00	$ 44,660.00	$ 15.00	$ 60,900.00	$ 65.00	$ 263,900.00	$ 9.52	$ 38,651.20	$ 11.00	$ 44,660.00	$ 14.70	$ 59,682.00	$ 14.00	$ 56,840.00
108	512 6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	780	LF	$ 9.00	$ 7,020.00	$ 15.00	$ 11,700.00	$ 65.00	$ 50,700.00	$ 9.52	$ 7,425.60	$ 16.00	$ 12,480.00	$ 14.70	$ 11,466.00	$ 25.00	$ 19,500.00
109	512 6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1,080	LF	$ 11.00	$ 11,880.00	$ 15.00	$ 16,200.00	$ 65.00	$ 70,200.00	$ 14.07	$ 15,195.60	$ 41.00	$ 44,280.00	$ 27.45	$ 29,646.00	$ 12.00	$ 12,960.00
110	512 6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	200	LF	$ 12.00	$ 2,400.00	$ 15.00	$ 3,000.00	$ 65.00	$ 13,000.00	$ 14.07	$ 2,814.00	$ 38.00	$ 7,600.00	$ 27.45	$ 5,490.00	$ 45.00	$ 9,000.00
111	529 6008	CONC CURB & GUTTER (TY II)	14,012	LF	$ 12.00	$ 168,144.00	$ 23.00	$ 322,276.00	$ 42.00	$ 588,504.00	$ 24.00	$ 336,288.00	$ 27.00	$ 378,324.00	$ 30.95	$ 433,671.40	$ 21.00	$ 294,252.00
112	529 6015	CONC CURB (TY C1)	53	LF	$ 109.00	$ 5,777.00	$ 220.00	$ 11,660.00	$ 35.00	$ 1,855.00	$ 257.56	$ 13,650.68	$ 246.00	$ 13,038.00	$ 310.00	$ 16,430.00	$ 360.00	$ 19,080.00
113	530 6004	DRIVEWAYS (CONC)	1,773	SY	$ 57.00	$ 101,061.00	$ 105.00	$ 186,165.00	$ 125.00	$ 221,625.00	$ 122.09	$ 216,465.57	$ 143.00	$ 253,539.00	$ 134.00	$ 237,582.00	$ 145.00	$ 257,085.00
114	530 6005	DRIVEWAYS (ACP)	3,582	SY	$ 50.00	$ 179,100.00	$ 43.00	$ 154,026.00	$ 36.00	$ 128,952.00	$ 46.64	$ 167,064.48	$ 80.00	$ 286,560.00	$ 121.00	$ 433,422.00	$ 95.00	$ 340,290.00
115	531 6002	CONC SIDEWALK (5")	14,391	SY	$ 75.00	$ 1,079,325.00	$ 72.00	$ 1,036,152.00	$ 77.00	$ 1,108,107.00	$ 69.00	$ 992,979.00	$ 81.00	$ 1,165,671.00	$ 60.30	$ 867,777.30	$ 90.00	$ 1,295,190.00
116	531 6004	CURB RAMPS (TY 1)	3	EA	$ 2,237.00	$ 6,711.00	$ 2,600.00	$ 7,800.00	$ 2,400.00	$ 7,200.00	$ 3,222.00	$ 9,666.00	$ 2,820.00	$ 8,460.00	$ 2,530.00	$ 7,590.00	$ 2,800.00	$ 8,400.00
117	531 6006	CURB RAMPS (TY 3)	1	EA	$ 3,227.00	$ 3,227.00	$ 2,700.00	$ 2,700.00	$ 2,400.00	$ 2,400.00	$ 3,332.00	$ 3,332.00	$ 2,971.00	$ 2,971.00	$ 2,670.00	$ 2,670.00	$ 3,100.00	$ 3,100.00
118	531 6010	CURB RAMPS (TY 7)	8	EA	$ 3,675.00	$ 29,400.00	$ 2,700.00	$ 21,600.00	$ 3,400.00	$ 27,200.00	$ 3,229.00	$ 25,832.00	$ 2,971.00	$ 23,768.00	$ 3,550.00	$ 28,400.00	$ 3,100.00	$ 24,800.00
119	536 6002	CONC MEDIAN	254	SY	$ 47.00	$ 11,938.00	$ 100.00	$ 25,400.00	$ 90.00	$ 22,860.00	$ 123.00	$ 31,242.00	$ 113.00	$ 28,702.00	$ 138.00	$ 35,052.00	$ 157.00	$ 39,878.00
120	540 6001	MTL W-BEAM GD FEN (TIM POST)	1,026	LF	$ 76.00	$ 77,976.00	$ 35.00	$ 35,910.00	$ 200.00	$ 205,200.00	$ 33.50	$ 34,371.00	$ 38.00	$ 38,988.00	$ 27.00	$ 27,702.00	$ 32.00	$ 32,832.00
121	540 6007	MTL BEAM GD FEN TRANS (TL2)	4	EA	$ 2,207.00	$ 8,828.00	$ 1,300.00	$ 5,200.00	$ 7,500.00	$ 30,000.00	$ 1,335.42	$ 5,341.68	$ 6,671.00	$ 26,684.00	$ 980.00	$ 3,920.00	$ 1,180.00	$ 4,720.00
122	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	$ 1,700.00	$ 3,400.00	$ 2,000.00	$ 4,000.00	$ 5,000.00	$ 10,000.00	$ 2,438.59	$ 4,877.18	$ 3,639.00	$ 7,278.00	$ 1,370.00	$ 2,740.00	$ 1,700.00	$ 3,400.00
123	544 6001	GUARDRAIL END TREATMENT (INSTALL)	4	EA	$ 4,000.00	$ 16,000.00	$ 3,500.00	$ 14,000.00	$ 6,500.00	$ 26,000.00	$ 5,283.61	$ 21,134.44	$ 3,639.00	$ 14,556.00	$ 3,220.00	$ 12,880.00	$ 3,900.00	$ 15,600.00
124	550 6008	CHAIN LINK FENCE (INSTALL) (8')	966	LF	$ 52.00	$ 50,232.00	$ 55.00	$ 53,130.00	$ 85.00	$ 82,110.00	$ 75.48	$ 72,913.68	$ 79.00	$ 76,314.00	$ 50.50	$ 48,783.00	$ 55.00	$ 53,130.00
125	552 6003	WIRE FENCE (TY C)	780	LF	$ 28.00	$ 21,840.00	$ 20.00	$ 15,600.00	$ 55.00	$ 42,900.00	$ 17.42	$ 13,587.60	$ 18.00	$ 14,040.00	$ 18.90	$ 14,742.00	$ 22.00	$ 17,160.00
126	552 6005	GATE (TY 1)	1	EA	$ 1,575.00	$ 1,575.00	$ 2,500.00	$ 2,500.00	$ 6,500.00	$ 6,500.00	$ 1,190.26	$ 1,190.26	$ 1,243.00	$ 1,243.00	$ 2,370.00	$ 2,370.00	$ 2,800.00	$ 2,800.00
127	618 6046	CONDT (PVC) (SCH 80) (2")	165	LF	$ 37.00	$ 6,105.00	$ 26.00	$ 4,290.00	$ 5.00	$ 825.00	$ 32.21	$ 5,314.65	$ 30.00	$ 4,950.00	$ 26.60	$ 4,389.00	$ 31.00	$ 5,115.00
128	618 6053	CONDT (PVC) (SCH 80) (3")	250	LF	$ 48.00	$ 12,000.00	$ 35.00	$ 8,750.00	$ 5.00	$ 1,250.00	$ 42.51	$ 10,627.50	$ 40.00	$ 10,000.00	$ 33.35	$ 8,337.50	$ 41.00	$ 10,250.00
129	618 6054	CONDT (PVC) (SCH 80) (3")(BORE)	3,115	LF	$ 70.00	$ 218,050.00	$ 54.00	$ 168,210.00	$ 5.00	$ 15,575.00	$ 61.84	$ 192,631.60	$ 58.00	$ 180,670.00	$ 48.50	$ 151,077.50	$ 59.00	$ 183,785.00
130	620 6009	ELEC CONDR (NO.6) BARE	3,771	LF	$ 3.00	$ 11,313.00	$ 2.30	$ 8,673.30	$ 1.00	$ 3,771.00	$ 2.58	$ 9,729.18	$ 2.43	$ 9,163.53	$ 2.00	$ 7,542.00	$ 2.50	$ 9,427.50
131	621 6004	TRAY CABLE (3 CONDR)(8 AWG)	2,470	LF	$ 3.00	$ 7,410.00	$ 4.50	$ 11,115.00	$ 1.00	$ 2,470.00	$ 5.15	$ 12,720.50	$ 4.00	$ 9,880.00	$ 4.05	$ 10,003.50	$ 5.00	$ 12,350.00
132	624 6010	GROUND BOX TY D (162922)W/APRON	11	EA	$ 2,400.00	$ 26,400.00	$ 2,000.00	$ 22,000.00	$ 100.00	$ 1,100.00	$ 2,318.88	$ 25,507.68	$ 2,183.00	$ 24,013.00	$ 1,820.00	$ 20,020.00	$ 2,300.00	$ 25,300.00
133	644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	6	EA	$ 781.00	$ 4,686.00	$ 1,000.00	$ 6,000.00	$ 650.00	$ 3,900.00	$ 1,016.08	$ 6,096.48	$ 1,394.00	$ 8,364.00	$ 900.00	$ 5,400.00	$ 1,100.00	$ 6,600.00
134	644 6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	2	EA	$ 1,289.00	$ 2,578.00	$ 1,100.00	$ 2,200.00	$ 650.00	$ 1,300.00	$ 1,190.27	$ 2,380.54	$ 1,516.00	$ 3,032.00	$ 1,050.00	$ 2,100.00	$ 1,250.00	$ 2,500.00
135	644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	23	EA	$ 566.00	$ 13,018.00	$ 540.00	$ 12,420.00	$ 650.00	$ 14,950.00	$ 551.59	$ 12,686.57	$ 515.00	$ 11,845.00	$ 490.00	$ 11,270.00	$ 585.00	$ 13,455.00
136	644 6076	REMOVE SM RD SN SUP&AM	19	EA	$ 421.00	$ 7,999.00	$ 115.00	$ 2,185.00	$ 250.00	$ 4,750.00	$ 110.32	$ 2,096.08	$ 309.00	$ 5,871.00	$ 320.00	$ 6,080.00	$ 155.00	$ 2,945.00
137	658 6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	6	EA	$ 30.00	$ 180.00	$ 28.00	$ 168.00	$ 145.00	$ 870.00	$ 29.03	$ 174.18	$ 67.00	$ 402.00	$ 15.40	$ 92.40	$ 31.00	$ 186.00
138	658 6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	18	EA	$ 29.00	$ 522.00	$ 80.00	$ 1,440.00	$ 155.00	$ 2,790.00	$ 87.09	$ 1,567.62	$ 67.00	$ 1,206.00	$ 15.40	$ 277.20	$ 93.00	$ 1,674.00
139	658 6016	INSTL DEL ASSM (D-SW)SZ (BRF)GF1 (BI)	15	EA	$ 33.00	$ 495.00	$ 90.00	$ 1,350.00	$ 155.00	$ 2,325.00	$ 92.90	$ 1,393.50	$ 92.00	$ 1,380.00	$ 15.40	$ 231.00	$ 100.00	$ 1,500.00
140	658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	13	EA	$ 348.00	$ 4,524.00	$ 120.00	$ 1,560.00	$ 650.00	$ 8,450.00	$ 127.74	$ 1,660.62	$ 61.00	$ 793.00	$ 49.35	$ 641.55	$ 140.00	$ 1,820.00
141	658 6053	INSTL OM ASSM (OM-3L)(TWT)GND	2	EA	$ 412.00	$ 824.00	$ 350.00	$ 700.00	$ 650.00	$ 1,300.00	$ 377.40	$ 754.80	$ 394.00	$ 788.00	$ 460.00	$ 920.00	$ 400.00	$ 800.00
142	658 6057	INSTL OM ASSM (OM-3R)(TWT)GND	2	EA	$ 21.00	$ 42.00	$ 350.00	$ 700.00	$ 650.00	$ 1,300.00	$ 377.40	$ 754.80	$ 394.00	$ 788.00	$ 460.00	$ 920.00	$ 400.00	$ 800.00
143	662 6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	18,431	LF	$ 1.00	$ 18,431.00	$ 0.60	$ 11,058.60	$ 3.00	$ 55,293.00	$ 0.63	$ 11,611.53	$ 0.75	$ 13,823.25	$ 0.55	$ 10,137.05	$ 0.65	$ 11,980.15
144	662 6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	38,782	LF	$ 1.00	$ 38,782.00	$ 0.60	$ 23,269.20	$ 3.00	$ 116,346.00	$ 0.38	$ 14,737.16	$ 0.55	$ 21,330.10	$ 0.55	$ 21,330.10	$ 0.65	$ 25,208.30
145	662 6061	WK ZN PAV MRK REMOV (W)4"(DOT)	64	LF	$ 6.00	$ 384.00	$ 2.20	$ 140.80	$ 3.00	$ 192.00	$ 3.48	$ 222.72	$ 4.00	$ 256.00	$ 2.15	$ 137.60	$ 2.50	$ 160.00
146	662 6071	WK ZN PAV MRK REMOV (W)8"(SLD)	952	LF	$ 2.00	$ 1,904.00	$ 2.20	$ 2,094.40	$ 8.00	$ 7,616.00	$ 3.48	$ 3,312.96	$ 4.00	$ 3,808.00	$ 2.15	$ 2,046.80	$ 2.50	$ 2,380.00
147	662 6075	WK ZN PAV MRK REMOV (W)24"(SLD)	80	LF	$ 2.00	$ 160.00	$ 8.00	$ 640.00	$ 14.00	$ 1,120.00	$ 11.61	$ 928.80	$ 12.00	$ 960.00	$ 8.35	$ 668.00	$ 9.60	$ 768.00
148	662 6099	WK ZN PAV MRK REMOV (Y)8"(SLD)	34	LF	$ 5.00	$ 170.00	$ 2.20	$ 74.80	$ 8.00	$ 272.00	$ 3.48	$ 118.32	$ 4.00	$ 136.00	$ 2.15	$ 73.10	$ 2.50	$ 85.00
149	666 6005	REFL PAV MRK TY I (W)4"(DOT)(090MIL)	1,485	LF	$ 2.00	$ 2,970.00	$ 0.80	$ 1,188.00	$ 4.00	$ 5,940.00	$ 0.87	$ 1,291.95	$ 1.45	$ 2,153.25	$ 0.65	$ 965.25	$ 0.75	$ 1,113.75
150	666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	3,075	LF	$ 2.00	$ 6,150.00	$ 2.00	$ 6,150.00	$ 9.00	$ 27,675.00	$ 1.16	$ 3,567.00	$ 1.85	$ 5,688.75	$ 1.80	$ 5,535.00	$ 2.00	$ 6,150.00
151	666 6041	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	1,496	LF	$ 5.00	$ 7,480.00	$ 5.00	$ 7,480.00	$ 14.00	$ 20,944.00	$ 4.35	$ 6,507.60	$ 4.40	$ 6,582.40	$ 4.85	$ 7,255.60	$ 5.25	$ 7,854.00
152	666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	493	LF	$ 12.00	$ 5,916.00	$ 10.00	$ 4,930.00	$ 26.00	$ 12,818.00	$ 13.30	$ 6,556.90	$ 12.00	$ 5,916.00	$ 10.55	$ 5,201.15	$ 11.00	$ 5,423.00
153	666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	49	EA	$ 172.00	$ 8,428.00	$ 190.00	$ 9,310.00	$ 650.00	$ 31,850.00	$ 191.60	$ 9,388.40	$ 212.00	$ 10,388.00	$ 190.00	$ 9,310.00	$ 200.00	$ 9,800.00
154	666 6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	17	EA	$ 193.00	$ 3,281.00	$ 260.00	$ 4,420.00	$ 650.00	$ 11,050.00	$ 226.44	$ 3,849.48	$ 273.00	$ 4,641.00	$ 260.00	$ 4,420.00	$ 300.00	$ 5,100.00
155	666 6146	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	512	LF	$ 8.00	$ 4,096.00	$ 10.00	$ 5,120.00	$ 26.00	$ 13,312.00	$ 10.22	$ 5,232.64	$ 11.00	$ 5,632.00	$ 10.55	$ 5,401.60	$ 12.00	$ 6,144.00
156	666 6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	604	LF	$ 1.00	$ 604.00	$ 1.30	$ 785.20	$ 4.00	$ 2,416.00	$ 0.52	$ 314.08	$ 0.80	$ 483.20	$ 1.30	$ 785.20	$ 1.50	$ 906.00
157	666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	9,421	LF	$ 1.00	$ 9,421.00	$ 1.00	$ 9,421.00	$ 4.00	$ 37,684.00	$ 0.46	$ 4,333.66	$ 0.80	$ 7,536.80	$ 0.95	$ 8,949.95	$ 1.00	$ 9,421.00
158	666 6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	3,908	LF	$ 1.00	$ 3,908.00	$ 1.00	$ 3,908.00	$ 4.00	$ 15,632.00	$ 0.52	$ 2,032.16	$ 0.80	$ 3,126.40	$ 0.95	$ 3,712.60	$ 1.20	$ 4,689.60
159	666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	26,787	LF	$ 1.00	$ 26,787.00	$ 1.00	$ 26,787.00	$ 4.00	$ 107,148.00	$ 0.46	$ 12,322.02	$ 2.45	$ 65,628.15	$ 0.85	$ 22,768.95	$ 0.95	$ 25,447.65
160	672 6007	REFL PAV MRKR TY I-C	133	EA	$ 6.00	$ 798.00	$ 8.00	$ 1,064.00	$ 65.00	$ 8,645.00	$ 13.93	$ 1,852.69	$ 12.00	$ 1,596.00	$ 7.45	$ 990.85	$ 8.85	$ 1,177.05
161	672 6009	REFL PAV MRKR TY II-A-A	807	EA	$ 6.00	$ 4,842.00	$ 8.00	$ 6,456.00	$ 65.00	$ 52,455.00	$ 6.97	$ 5,624.79	$ 10.00	$ 8,070.00	$ 7.45	$ 6,012.15	$ 8.85	$ 7,141.95
162	677 6001	ELIM EXT PAV MRK & MRKS (4")	11,547	LF	$ 1.00	$ 11,547.00	$ 0.40	$ 4,618.80	$ 2.00	$ 23,094.00	$ 0.81	$ 9,353.07	$ 1.40	$ 16,165.80	$ 0.35	$ 4,041.45	$ 0.40	$ 4,618.80
163	677 6005	ELIM EXT PAV MRK & MRKS (12")	278	LF	$ 5.00	$ 1,390.00	$ 2.20	$ 611.60	$ 10.00	$ 2,780.00	$ 3.48	$ 967.44	$ 5.00	$ 1,390.00	$ 2.15	$ 597.70	$ 2.45	$ 681.10
164	677 6007	ELIM EXT PAV MRK & MRKS (24")	77	LF	$ 77.00	$ 5,929.00	$ 4.50	$ 346.50	$ 14.00	$ 1,078.00	$ 6.97	$ 536.69	$ 10.00	$ 770.00	$ 4.30	$ 331.10	$ 4.80	$ 369.60
165	680 6003	INSTALL HWY TRF SIG (SYSTEM)	2	EA	$ 11,075.00	$ 22,150.00	$ 5,700.00	$ 11,400.00	$ 1,000.00	$ 2,000.00	$ 6,441.34	$ 12,882.68	$ 6,064.00	$ 12,128.00	$ 5,100.00	$ 10,200.00	$ 6,200.00	$ 12,400.00
166	680 6004	REMOVING TRAFFIC SIGNALS	3	EA	$ 37,527.00	$ 112,581.00	$ 2,800.00	$ 8,400.00	$ 1,000.00	$ 3,000.00	$ 3,220.67	$ 9,662.01	$ 3,032.00	$ 9,096.00	$ 2,530.00	$ 7,590.00	$ 3,100.00	$ 9,300.00
167	680 6011	INSTALL HWY TRF SIG (UPGRADE)	1	EA	$ 150,000.00	$ 150,000.00	$ 5,700.00	$ 5,700.00	$ 2,000.00	$ 2,000.00	$ 6,441.34	$ 6,441.34	$ 6,064.00	$ 6,064.00	$ 5,100.00	$ 5,100.00	$ 6,200.00	$ 6,200.00
168	681 6001	TEMP TRAF SIGNALS	2	EA	$ 337.00	$ 674.00	$ 69,000.00	$ 138,000.00	$ 2,000.00	$ 4,000.00	$ 78,584.30	$ 157,168.60	$ 74,000.00	$ 148,000.00	$ 62,000.00	$ 124,000.00	$ 75,000.00	$ 150,000.00
169	682 6001	VEH SIG SEC (12")LED(GRN)	29	EA	$ 316.00	$ 9,164.00	$ 340.00	$ 9,860.00	$ 200.00	$ 5,800.00	$ 386.48	$ 11,207.92	$ 364.00	$ 10,556.00	$ 300.00	$ 8,700.00	$ 370.00	$ 10,730.00
170	682 6002	VEH SIG SEC (12")LED(GRN ARW)	14	EA	$ 336.00	$ 4,704.00	$ 340.00	$ 4,760.00	$ 200.00	$ 2,800.00	$ 386.48	$ 5,410.72	$ 364.00	$ 5,096.00	$ 300.00	$ 4,200.00	$ 370.00	$ 5,180.00
171	682 6003	VEH SIG SEC (12")LED(YEL)	29	EA	$ 315.00	$ 9,135.00	$ 340.00	$ 9,860.00	$ 200.00	$ 5,800.00	$ 386.48	$ 11,207.92	$ 364.00	$ 10,556.00	$ 300.00	$ 8,700.00	$ 370.00	$ 10,730.00
172	682 6004	VEH SIG SEC (12")LED(YEL ARW)	20	EA	$ 330.00	$ 6,600.00	$ 340.00	$ 6,800.00	$ 200.00	$ 4,000.00	$ 386.48	$ 7,729.60	$ 364.00	$ 7,280.00	$ 300.00	$ 6,000.00	$ 370.00	$ 7,400.00
173	682 6005	VEH SIG SEC (12")LED(RED)	29	EA	$ 324.00	$ 9,396.00	$ 340.00	$ 9,860.00	$ 200.00	$ 5,800.00	$ 386.48	$ 11,207.92	$ 364.00	$ 10,556.00	$ 300.00	$ 8,700.00	$ 370.00	$ 10,730.00
174	682 6006	VEH SIG SEC (12")LED(RED ARW)	12	EA	$ 345.00	$ 4,140.00	$ 340.00	$ 4,080.00	$ 200.00	$ 2,400.00	$ 386.48	$ 4,637.76	$ 364.00	$ 4,368.00	$ 300.00	$ 3,600.00	$ 370.00	$ 4,440.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cash Construction		DeNucci Constructors, LLC		Joe Bland Construction, L.P.		Austin Engineering Co., Inc.		Capital Excavation		Jordan Foster Construction, 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
175	682 6018	PED SIG SEC (LED)(COUNTDOWN)	10	EA	$ 93.00	$ 930.00	$ 860.00	$ 8,600.00	$ 1,200.00	$ 12,000.00	$ 966.20	$ 9,662.00	$ 909.00	$ 9,090.00	$ 760.00	$ 7,600.00	$ 925.00	$ 9,250.00
176	682 6049	BACKPLATE W/REFL BRDR(4 SEC)	8	EA	$ 245.00	$ 1,960.00	$ 160.00	$ 1,280.00	$ 200.00	$ 1,600.00	$ 186.80	$ 1,494.40	$ 176.00	$ 1,408.00	$ 146.00	$ 1,168.00	$ 180.00	$ 1,440.00
177	682 6050	BACKPLATE W/REFL BRDR(5 SEC)	1	EA	$ 181.00	$ 181.00	$ 220.00	$ 220.00	$ 300.00	$ 300.00	$ 257.65	$ 257.65	$ 243.00	$ 243.00	$ 202.00	$ 202.00	$ 250.00	$ 250.00
178	682 6060	BACKPLATE W/REFL BRDR(3 SEC)	32	EA	$ 10.00	$ 320.00	$ 140.00	$ 4,480.00	$ 100.00	$ 3,200.00	$ 161.03	$ 5,152.96	$ 152.00	$ 4,864.00	$ 126.00	$ 4,032.00	$ 160.00	$ 5,120.00
179	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2,605	LF	$ 4.00	$ 10,420.00	$ 2.20	$ 5,731.00	$ 4.00	$ 10,420.00	$ 2.58	$ 6,720.90	$ 2.45	$ 6,382.25	$ 2.00	$ 5,210.00	$ 2.50	$ 6,512.50
180	684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1,005	LF	$ 4.00	$ 4,020.00	$ 3.40	$ 3,417.00	$ 4.00	$ 4,020.00	$ 3.86	$ 3,879.30	$ 3.00	$ 3,015.00	$ 3.05	$ 3,065.25	$ 3.65	$ 3,668.25
181	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	1,553	LF	$ 7.00	$ 10,871.00	$ 5.50	$ 8,541.50	$ 4.00	$ 6,212.00	$ 6.44	$ 10,001.32	$ 6.00	$ 9,318.00	$ 5.30	$ 8,230.90	$ 6.20	$ 9,628.60
182	686 6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	3	EA	$ 11,431.00	$ 34,293.00	$ 12,000.00	$ 36,000.00	$ 6,000.00	$ 18,000.00	$ 14,170.94	$ 42,512.82	$ 13,342.00	$ 40,026.00	$ 11,100.00	$ 33,300.00	$ 13,500.00	$ 40,500.00
183	686 6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	2	EA	$ 14,707.00	$ 29,414.00	$ 13,000.00	$ 26,000.00	$ 6,000.00	$ 12,000.00	$ 16,103.34	$ 32,206.68	$ 15,161.00	$ 30,322.00	$ 12,600.00	$ 25,200.00	$ 15,400.00	$ 30,800.00
184	686 6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA	$ 14,752.00	$ 29,504.00	$ 15,000.00	$ 30,000.00	$ 7,500.00	$ 15,000.00	$ 17,391.61	$ 34,783.22	$ 16,374.00	$ 32,748.00	$ 13,600.00	$ 27,200.00	$ 16,600.00	$ 33,200.00
185	686 6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA	$ 22,034.00	$ 22,034.00	$ 18,000.00	$ 18,000.00	$ 9,000.00	$ 9,000.00	$ 20,612.27	$ 20,612.27	$ 19,406.00	$ 19,406.00	$ 16,200.00	$ 16,200.00	$ 19,800.00	$ 19,800.00
186	686 6067	INS TRF SIG PL AM(S)1 ARM(65')LUM	2	EA	$ 36,750.00	$ 73,500.00	$ 40,000.00	$ 80,000.00	$ 18,000.00	$ 36,000.00	$ 46,377.62	$ 92,755.24	$ 43,665.00	$ 87,330.00	$ 36,400.00	$ 72,800.00	$ 44,500.00	$ 89,000.00
187	687 6001	PED POLE ASSEMBLY	7	EA	$ 5,001.00	$ 35,007.00	$ 3,000.00	$ 21,000.00	$ 2,500.00	$ 17,500.00	$ 3,478.32	$ 24,348.24	$ 3,274.00	$ 22,918.00	$ 2,730.00	$ 19,110.00	$ 3,300.00	$ 23,100.00
188	688 6001	PED DETECT PUSH BUTTON (APS)	10	EA	$ 486.00	$ 4,860.00	$ 900.00	$ 9,000.00	$ 3,200.00	$ 32,000.00	$ 1,030.61	$ 10,306.10	$ 970.00	$ 9,700.00	$ 810.00	$ 8,100.00	$ 975.00	$ 9,750.00
189	688 6003	PED DETECTOR CONTROLLER UNIT	2	EA	$ 16.00	$ 32.00	$ 3,900.00	$ 7,800.00	$ 5,600.00	$ 11,200.00	$ 4,380.11	$ 8,760.22	$ 4,123.00	$ 8,246.00	$ 3,430.00	$ 6,860.00	$ 4,100.00	$ 8,200.00
190	3076 6001	D-GR HMA TY-B PG64-22	18,109	TON	$ 110.00	$ 1,991,990.00	$ 125.00	$ 2,263,625.00	$ 141.00	$ 2,553,369.00	$ 147.50	$ 2,671,077.50	$ 142.00	$ 2,571,478.00	$ 121.00	$ 2,191,189.00	$ 145.00	$ 2,625,805.00
191	3076 6042	D-GR HMA TY-D SAC-B PG70-22	12,067	TON	$ 141.00	$ 1,701,447.00	$ 155.00	$ 1,870,385.00	$ 161.00	$ 1,942,787.00	$ 176.49	$ 2,129,704.83	$ 170.00	$ 2,051,390.00	$ 153.00	$ 1,846,251.00	$ 172.00	$ 2,075,524.00
192	3076 6066	TACK COAT	11,289	GAL	$ 4.00	$ 45,156.00	$ 6.00	$ 67,734.00	$ 6.50	$ 73,378.50	$ 5.17	$ 58,364.13	$ 5.00	$ 56,445.00	$ 4.15	$ 46,849.35	$ 4.25	$ 47,978.25
193	5070 6002	STEEL FENCE (INSTALL)	378	LF	$ 1,308.00	$ 494,424.00	$ 45.00	$ 17,010.00	$ 125.00	$ 47,250.00	$ 72.00	$ 27,216.00	$ 75.00	$ 28,350.00	$ 4.30	$ 1,625.40	$ 52.00	$ 19,656.00
194	6027 6008	GROUND BOX (PREPARE)	2	EA	$ 286.00	$ 572.00	$ 510.00	$ 1,020.00	$ 3,200.00	$ 6,400.00	$ 579.72	$ 1,159.44	$ 545.00	$ 1,090.00	$ 450.00	$ 900.00	$ 550.00	$ 1,100.00
195	6061 6001	GPS COMMUNICATIONS UNIT	2	EA	$ 4,570.00	$ 9,140.00	$ 1,700.00	$ 3,400.00	$ 2,500.00	$ 5,000.00	$ 1,996.82	$ 3,993.64	$ 1,880.00	$ 3,760.00	$ 1,570.00	$ 3,140.00	$ 1,900.00	$ 3,800.00
196	6185 6002	TMA (STATIONARY)	300	DAY	$ 102.00	$ 30,600.00	$ 215.00	$ 64,500.00	$ 20.00	$ 6,000.00	$ 110.32	$ 33,096.00	$ 121.00	$ 36,300.00	$ 236.00	$ 70,800.00	$ 0.01	$ 3.00
197	6292 6007	RELOCATE RVDS	10	EA	$ 423.00	$ 4,230.00	$ 1,700.00	$ 17,000.00	$ 800.00	$ 8,000.00	$ 1,996.81	$ 19,968.10	$ 1,880.00	$ 18,800.00	$ 1,570.00	$ 15,700.00	$ 1,900.00	$ 19,000.00
198	508S-I10S	INLET, STANDARD	13	EA	$ 4,000.00	$ 52,000.00	$ 9,400.00	$ 122,200.00	$ 5,200.00	$ 67,600.00	$ 12,025.60	$ 156,332.80	$ 9,159.00	$ 119,067.00	$ 12,300.00	$ 159,900.00	$ 13,000.00	$ 169,000.00
199	508S-IG	INLET, GRATED	42	EA	$ 3,500.00	$ 147,000.00	$ 7,700.00	$ 323,400.00	$ 3,900.00	$ 163,800.00	$ 7,273.26	$ 305,476.92	$ 8,600.00	$ 361,200.00	$ 12,000.00	$ 504,000.00	$ 12,800.00	$ 537,600.00
BCMUD WATER LINE RELOCATION																		
200	501	Open Cut Encasement Pipe (Steel) 16"	75	LF	$ 163.00	$ 12,225.00	$ 210.00	$ 15,750.00	$ 800.00	$ 60,000.00	$ 176.00	$ 13,200.00	$ 272.00	$ 20,400.00	$ 410.00	$ 30,750.00	$ 265.00	$ 19,875.00
201	501	Bore and Jack Pipe (Steel) 24"	174	LF	$ 575.00	$ 100,050.00	$ 800.00	$ 139,200.00	$ 1,200.00	$ 208,800.00	$ 851.00	$ 148,074.00	$ 757.00	$ 131,718.00	$ 960.00	$ 167,040.00	$ 795.00	$ 138,330.00
202	501	Open Cut Encasement Pipe (Steel) 24"	196	LF	$ 190.00	$ 37,240.00	$ 250.00	$ 49,000.00	$ 850.00	$ 166,600.00	$ 261.00	$ 51,156.00	$ 334.00	$ 65,464.00	$ 360.00	$ 70,560.00	$ 330.00	$ 64,680.00
203	509	Trench Safety Systems	8,151	LF	$ 2.50	$ 20,377.50	$ 0.50	$ 4,075.50	$ 4.00	$ 32,604.00	$ 3.00	$ 24,453.00	$ 6.00	$ 48,906.00	$ 7.45	$ 60,724.95	$ 4.35	$ 35,456.85
204	510	Pipe (6") PVC C-900 (All Depths)	2,749	LF	$ 100.00	$ 274,900.00	$ 71.00	$ 195,179.00	$ 65.00	$ 178,685.00	$ 80.00	$ 219,920.00	$ 73.00	$ 200,677.00	$ 113.00	$ 310,637.00	$ 128.00	$ 351,872.00
205	510	Pipe (12") Ductile Iron (All Depths)	5,131	LF	$ 185.00	$ 949,235.00	$ 136.00	$ 697,816.00	$ 125.00	$ 641,375.00	$ 125.00	$ 641,375.00	$ 123.00	$ 631,113.00	$ 186.00	$ 954,366.00	$ 203.00	$ 1,041,593.00
206	510	Pipe (6") PVC C-900 (In Encasement)	75	LF	$ 150.00	$ 11,250.00	$ 60.00	$ 4,500.00	$ 125.00	$ 9,375.00	$ 77.00	$ 5,775.00	$ 82.00	$ 6,150.00	$ 87.50	$ 6,562.50	$ 138.00	$ 10,350.00
207	510	Pipe (12") Ductile Iron (In Encasement)	370	LF	$ 200.00	$ 74,000.00	$ 115.00	$ 42,550.00	$ 310.00	$ 114,700.00	$ 125.00	$ 46,250.00	$ 148.00	$ 54,760.00	$ 129.00	$ 47,730.00	$ 148.00	$ 54,760.00
208	510	Wet Connection 30" Dia X 12" Dia	1	EA	$ 1,500.00	$ 1,500.00	$ 9,800.00	$ 9,800.00	$ 10,500.00	$ 10,500.00	$ 14,895.00	$ 14,895.00	$ 16,000.00	$ 16,000.00	$ 22,300.00	$ 22,300.00	$ 26,000.00	$ 26,000.00
209	510	6" x 12" DI Eccentric Reducer	1	EA	$ 2,000.00	$ 2,000.00	$ 785.00	$ 785.00	$ 3,200.00	$ 3,200.00	$ 3,200.00	$ 3,200.00	$ 2,570.00	$ 2,570.00	$ 1,200.00	$ 1,200.00	$ 6,800.00	$ 6,800.00
210	510	12" tee 8" tie in	2	EA	$ 1,500.00	$ 3,000.00	$ 1,370.00	$ 2,740.00	$ 1,200.00	$ 2,400.00	$ 1,865.00	$ 3,730.00	$ 2,620.00	$ 5,240.00	$ 15,400.00	$ 30,800.00	$ 4,300.00	$ 8,600.00
211	510	12" tee 12" tie in	2	EA	$ 1,600.00	$ 3,200.00	$ 1,650.00	$ 3,300.00	$ 1,400.00	$ 2,800.00	$ 2,000.00	$ 4,000.00	$ 2,821.00	$ 5,642.00	$ 15,600.00	$ 31,200.00	$ 4,500.00	$ 9,000.00
212	510	Ductile Iron Fittings	4.83	TON	$ 7,500.00	$ 36,225.00	$ 39,000.00	$ 188,370.00	$ 8,000.00	$ 38,640.00	$ 4,296.00	$ 20,749.68	$ 7,184.00	$ 34,698.72	$ 127.00	$ 613.41	$ 8,000.00	$ 38,640.00
213	510	Removal of Ductile Iron Pipe	152	LF	$ 25.00	$ 3,800.00	$ 25.00	$ 3,800.00	$ 25.00	$ 3,800.00	$ 134.00	$ 20,368.00	$ 69.00	$ 10,488.00	$ 52.10	$ 7,919.20	$ 44.00	$ 6,688.00
214	511	Valve (Gate) 6"	2	EA	$ 3,750.00	$ 7,500.00	$ 2,220.00	$ 4,440.00	$ 2,600.00	$ 5,200.00	$ 2,730.00	$ 5,460.00	$ 2,420.00	$ 4,840.00	$ 2,630.00	$ 5,260.00	$ 3,500.00	$ 7,000.00
215	511	Valve (Gate) 12"	7	EA	$ 6,500.00	$ 45,500.00	$ 4,700.00	$ 32,900.00	$ 12,500.00	$ 87,500.00	$ 5,130.00	$ 35,910.00	$ 5,630.00	$ 39,410.00	$ 5,100.00	$ 35,700.00	$ 6,000.00	$ 42,000.00
216	511	Drain Valve	2	EA	$ 2,600.00	$ 5,200.00	$ 4,950.00	$ 9,900.00	$ 3,200.00	$ 6,400.00	$ 7,600.00	$ 15,200.00	$ 4,945.00	$ 9,890.00	$ 11,300.00	$ 22,600.00	$ 5,300.00	$ 10,600.00
217	511	1" Combination Air Valve	1	EA	$ 15,000.00	$ 15,000.00	$ 4,320.00	$ 4,320.00	$ 4,500.00	$ 4,500.00	$ 35,550.00	$ 35,550.00	$ 5,106.00	$ 5,106.00	$ 6,600.00	$ 6,600.00	$ 6,200.00	$ 6,200.00
218	511	1/2" Combination Air Valve	1	EA	$ 10,000.00	$ 10,000.00	$ 3,800.00	$ 3,800.00	$ 5,500.00	$ 5,500.00	$ 3,550.00	$ 3,550.00	$ 4,583.00	$ 4,583.00	$ 6,100.00	$ 6,100.00	$ 5,800.00	$ 5,800.00
219	511	New Fire Hydrant	2	EA	$ 9,600.00	$ 19,200.00	$ 7,450.00	$ 14,900.00	$ 6,500.00	$ 13,000.00	$ 8,450.00	$ 16,900.00	$ 7,685.00	$ 15,370.00	$ 9,500.00	$ 19,000.00	$ 8,000.00	$ 16,000.00
220	702	Remove and Relocate Existing Concrete Panel Fencing	10	LF	$ 300.00	$ 3,000.00	$ 1,100.00	$ 11,000.00	$ 850.00	$ 8,500.00	$ 233.00	$ 2,330.00	$ 331.00	$ 3,310.00	$ 330.00	$ 3,300.00	$ 123.00	$ 1,230.00
221	03 21 08	Flowmeter vault (Including piping, fittings, hatches, valves, and meters as shown in drawings)	1	EA	$ 110,000.00	$ 110,000.00	$ 43,000.00	$ 43,000.00	$ 65,000.00	$ 65,000.00	$ 61,000.00	$ 61,000.00	$ 117,540.00	$ 117,540.00	$ 56,000.00	$ 56,000.00	$ 62,400.00	$ 62,400.00
222	03 21 08	Interconnect vault (including conc vault, piping, fittings, hatches, and PRV as shown in the drawings)	1	EA	$ 85,000.00	$ 85,000.00	$ 66,500.00	$ 66,500.00	$ 85,000.00	$ 85,000.00	$ 54,000.00	$ 54,000.00	$ 98,577.00	$ 98,577.00	$ 80,000.00	$ 80,000.00	$ 72,000.00	$ 72,000.00
223	A300	Connection to Existing AC Pipe, Including Capping of Remaining AC Pipe (6")	1	EA	$ 5,500.00	$ 5,500.00	$ 4,800.00	$ 4,800.00	$ 10,500.00	$ 10,500.00	$ 2,075.00	$ 2,075.00	$ 9,787.00	$ 9,787.00	$ 15,800.00	$ 15,800.00	$ 3,300.00	$ 3,300.00
224	A300	Connection to Existing AC Pipe, Including Capping of Remaining AC Pipe (12")	6	EA	$ 6,500.00	$ 39,000.00	$ 6,800.00	$ 40,800.00	$ 12,500.00	$ 75,000.00	$ 4,685.00	$ 28,110.00	$ 13,819.00	$ 82,914.00	$ 17,800.00	$ 106,800.00	$ 7,000.00	$ 42,000.00
225	A300	Removal and Abatement of AC Pipe (6")	2,051	LF	$ 100.00	$ 205,100.00	$ 32.00	$ 65,632.00	$ 65.00	$ 133,315.00	$ 130.00	$ 266,630.00	$ 41.00	$ 84,091.00	$ 87.40	$ 179,257.40	$ 64.00	$ 131,264.00
226	A300	Removal and Abatement of AC Pipe (12")	4,953	LF	$ 120.00	$ 594,360.00	$ 38.00	$ 188,214.00	$ 85.00	$ 421,005.00	$ 148.00	$ 733,044.00	$ 23.00	$ 113,919.00	$ 92.40	$ 457,657.20	$ 66.00	$ 326,898.00
AQUA WATER LINE RELOCATION																		
227	AQ100-32 01 29	Driveway Pavement Repair	400	SY	$ 40.00	$ 16,000.00	$ 200.00	$ 80,000.00	$ 135.00	$ 54,000.00	$ 70.00	$ 28,000.00	$ 144.00	$ 57,600.00	$ 260.00	$ 104,000.00	$ 162.00	$ 64,800.00
228	AQ100-32 01 29	Roadway Pavement Repair	220	SY	$ 45.00	$ 9,900.00	$ 200.00	$ 44,000.00	$ 135.00	$ 29,700.00	$ 116.00	$ 25,520.00	$ 196.00	$ 43,120.00	$ 300.00	$ 66,000.00	$ 225.00	$ 49,500.00
229	AQ100-33 11 13	Trench Safety	3,660	LF	$ 2.50	$ 9,150.00	$ 0.50	$ 1,830.00	$ 10.00	$ 36,600.00	$ 3.00	$ 10,980.00	$ 6.00	$ 21,960.00	$ 8.25	$ 30,195.00	$ 4.50	$ 16,470.00
230	AQ100-33 11 13	Install 6-inch C-900 PVC Waterline by Open Cut (All Depths)	3,300	LF	$ 100.00	$ 330,000.00	$ 75.00	$ 247,500.00	$ 105.00	$ 346,500.00	$ 81.00	$ 267,300.00	$ 72.00	$ 237,600.00	$ 136.00	$ 448,800.00	$ 135.00	$ 445,500.00
231	AQ100-33 11 13	Install 6-inch C-900 PVC Waterline by Open Cut (In Encasement)	360	LF	$ 150.00	$ 54,000.00	$ 137.00	$ 49,320.00	$ 145.00	$ 52,200.00	$ 206.00	$ 74,160.00	$ 75.00	$ 27,000.00	$ 270.00	$ 97,200.00	$ 270.00	$ 97,200.00
232	AQ100-33 11 13.11	Connection to Brushy Creek MUD Meter Vault	1	EA	$ 5,500.00	$ 5,500.00	$ 2,100.00	$ 2,100.00	$ 3,500.00	$ 3,500.00	$ 3,075.00	$ 3,075.00	$ 16,887.00	$ 16,887.00	$ 14,500.00	$ 14,500.00	$ 14,000.00	$ 14,000.00
233	AQ100-33 11 13.11	Connection to Existing 6" Waterline, Including Capping of Remaining Pipe	11	EA	$ 4,000.00	$ 44,000.00	$ 2,150.00	$ 23,650.00	$ 3,600.00	$ 39,600.00	$ 3,075.00	$ 33,825.00	$ 4,157.00	$ 45,727.00	$ 14,800.00	$ 162,800.00	$ 4,300.00	$ 47,300.00
234	AQ100-33 11 13.12	Reconnect Short Water Service Connections	20	EA	$ 2,000.00	$ 40,000.00	$ 2,550.00	$ 51,000.00	$ 3,200.00	$ 64,000.00	$ 1,100.00	$ 22,000.00	$ 844.00	$ 16,880.00	$ 2,780.00	$ 55,600.00	$ 2,500.00	$ 50,000.00
235	AQ100-33 12 16.23	Install 6-inch Gate Valve	2	EA	$ 3,750.00	$ 7,500.00	$ 2,000.00	$ 4,000.00	$ 3,200.00	$ 6,400.00	$ 3,222.00	$ 6,444.00	$ 3,290.00	$ 6,580.00	$ 2,380.00	$ 4,760.00	$ 3,600.00	$ 7,200.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																		
236	110 WC01	FORCE ACCOUNT - OVEREXCAVATION	50,000	DOL	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
237	416 WC01	CORE HOLES FOR BRIDGE	2	EA	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00
238	585 WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	22,500	DOL	$ 1.00	$ 22,500.00	$ 1.00	$ 22,500.00	$ 1.00	$ 22,500.00	$ 1.00	$ 22,500.00	$ 1.00	$ 22,500.00	$ 1.00	$ 22,500.00	$ 1.00	$ 22,500.00
239	999 WC01	FORCE ACCOUNT	75,000	DOL	$ 1.00	$ 75,000.00	$ 1.00	$ 75,000.00	$ 1.00	$ 75,000.00	$ 1.00	$ 75,000.00	$ 1.00	$ 75,000.00	$ 1.00	$ 75,000.00	$ 1.00	$ 75,000.00
240	999 WC02	SAFETY CONTINGENCY	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
241	3076 WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	135,900	DOL	$ 1.00	$ 135,900.00	$ 1.00	$ 135,900.00	$ 1.00	$ 135,900.00	$ 1.00	$ 135,900.00	$ 1.00	$ 135,900.00	$ 1.00	$ 135,900.00	$ 1.00	$ 135,900.00
242	3076 WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	113,200	DOL	$ 1.00	$ 113,200.00	$ 1.00	$ 113,200.00	$ 1.00	$ 113,200.00	$ 1.00	$ 113,200.00	$ 1.00	$ 113,200.00	$ 1.00	$ 113,200.00	$ 1.00	$ 113,200.00
243	BCMUD001	TEMPORARY WATERLINE BYPASS	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL BASE BID ADJUSTED FOR CORRECTNESS				**$ 28,614,436.78**		**$ 27,306,240.00**		**$ 28,883,851.00**		**$ 29,752,596.81**		**$ 30,573,969.66**		**$ 30,466,966.16**		**$ 30,849,971.64**
		BASE BID FROM PROPOSAL						$27,306,240.00		$28,883,851.00		$29,752,596.82		$30,573,969.66		**$30,466,966.16**		$30,849,971.64
		ADJUSTMENT DIFFERENCE						$ -		$ -		$ (0.01)		$ -		$ -		$ -
ADD ALTERNATE - CITY OF ROUND ROCK WATER LINE																		
244	501	BORE OR JACK PIPE (STEEL) 60"	791	LF	$ 1,700.00	$ 1,344,700.00	$ 1,850.00	$ 1,463,350.00	$ 1,800.00	$ 1,423,800.00	$ 1,900.00	$ 1,502,900.00	$ 1,700.00	$ 1,344,700.00	$ 2,070.00	$ 1,637,370.00	$ 2,900.00	$ 2,293,900.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cash Construction		DeNucci Constructors, LLC		Joe Bland Construction, L.P.		Austin Engineering Co., Inc.		Capital Excavation		Jordan Foster Construction, 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
245	504	ADJUST WATER VALVE BOXES TO GRADE	1	EA	$ 906.00	$ 906.00	$ 300.00	$ 300.00	$ 800.00	$ 800.00	$ 501.00	$ 501.00	$ 575.00	$ 575.00	$ 3,040.00	$ 3,040.00	$ 1,150.00	$ 1,150.00
246	506	MINOR MANHOLE ADJUSTMENT, 4-FT DIA	6	EA	$ 1,813.00	$ 10,878.00	$ 300.00	$ 1,800.00	$ 2,200.00	$ 13,200.00	$ 686.00	$ 4,116.00	$ 750.00	$ 4,500.00	$ 1,170.00	$ 7,020.00	$ 2,300.00	$ 13,800.00
247	506	NEW MANHOLE CONSTRUCTION, 84" DIA.	1	EA	$ 34,000.00	$ 34,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 25,695.00	$ 25,695.00	$ 21,700.00	$ 21,700.00	$ 24,000.00	$ 24,000.00	$ 18,500.00	$ 18,500.00
248	509	TRENCH SAFETY SYSTEMS	12,805	LF	$ 2.75	$ 35,213.75	$ 1.00	$ 12,805.00	$ 4.00	$ 51,220.00	$ 3.00	$ 38,415.00	$ 3.00	$ 38,415.00	$ 7.10	$ 90,915.50	$ 1.20	$ 15,366.00
249	510	PIPE (42") WELDED STEEL PIPE (ALL DEPTHS)	12,021	LF	$ 408.00	$ 4,904,568.00	$ 411.00	$ 4,940,631.00	$ 500.00	$ 6,010,500.00	$ 498.00	$ 5,986,458.00	$ 536.00	$ 6,443,256.00	$ 710.00	$ 8,534,910.00	$ 719.00	$ 8,643,099.00
250	510	PIPE (36") WELDED STEEL PIPE (ALL DEPTHS)	10	LF	$ 362.50	$ 3,625.00	$ 4,200.00	$ 42,000.00	$ 4,000.00	$ 40,000.00	$ 5,275.00	$ 52,750.00	$ 4,200.00	$ 42,000.00	$ 8,800.00	$ 88,000.00	$ 16,500.00	$ 165,000.00
251	510	PIPE (42") WELDED STEEL (IN ENCASEMENT)	1,417	LF	$ 567.00	$ 803,439.00	$ 418.00	$ 592,306.00	$ 435.00	$ 616,395.00	$ 513.00	$ 726,921.00	$ 515.00	$ 729,755.00	$ 510.00	$ 722,670.00	$ 465.00	$ 658,905.00
252	510	OPEN CUT ENCASEMENT PIPE (STEEL) 60"	626	LF	$ 760.00	$ 475,760.00	$ 815.00	$ 510,190.00	$ 700.00	$ 438,200.00	$ 760.00	$ 475,760.00	$ 790.00	$ 494,540.00	$ 1,070.00	$ 669,820.00	$ 1,060.00	$ 663,560.00
253	510	PIPE (24") RJ DUCTILE IRON PIPE (ALL DEPTHS)	73	LF	$ 283.00	$ 20,659.00	$ 350.00	$ 25,550.00	$ 410.00	$ 29,930.00	$ 426.00	$ 31,098.00	$ 390.00	$ 28,470.00	$ 570.00	$ 41,610.00	$ 396.00	$ 28,908.00
254	510	PIPE (16") RJ DUCTILE IRON PIPE (ALL DEPTHS)	10	LF	$ 227.00	$ 2,270.00	$ 220.00	$ 2,200.00	$ 260.00	$ 2,600.00	$ 607.00	$ 6,070.00	$ 327.00	$ 3,270.00	$ 340.00	$ 3,400.00	$ 750.00	$ 7,500.00
255	510	PIPE (12") RJ DUCTILE IRON PIPE (ALL DEPTHS)	10	LF	$ 165.00	$ 1,650.00	$ 160.00	$ 1,600.00	$ 210.00	$ 2,100.00	$ 725.00	$ 7,250.00	$ 275.00	$ 2,750.00	$ 280.00	$ 2,800.00	$ 1,130.00	$ 11,300.00
256	510	PIPE (8") RJ DUCTILE IRON PIPE (ALL DEPTHS)	45	LF	$ 153.00	$ 6,885.00	$ 130.00	$ 5,850.00	$ 145.00	$ 6,525.00	$ 240.00	$ 10,800.00	$ 240.00	$ 10,800.00	$ 248.00	$ 11,160.00	$ 213.00	$ 9,585.00
257	510	PIPE (6") RJ DUCTILE IRON PIPE (ALL DEPTHS)	8	LF	$ 142.00	$ 1,136.00	$ 100.00	$ 800.00	$ 105.00	$ 840.00	$ 443.00	$ 3,544.00	$ 226.00	$ 1,808.00	$ 280.00	$ 2,240.00	$ 455.00	$ 3,640.00
258	510	WET CONNECTION 36" DIA X 36"DIA	1	EA	$ 33,995.00	$ 33,995.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 29,150.00	$ 29,150.00	$ 13,000.00	$ 13,000.00	$ 32,300.00	$ 32,300.00	$ 144,600.00	$ 144,600.00
259	510	WET CONNECTION 24" DIA X 24" DIA	1	EA	$ 20,397.00	$ 20,397.00	$ 5,100.00	$ 5,100.00	$ 6,500.00	$ 6,500.00	$ 11,959.00	$ 11,959.00	$ 16,000.00	$ 16,000.00	$ 28,900.00	$ 28,900.00	$ 22,400.00	$ 22,400.00
260	510	36"X42" STEEL ECCENTRIC REDUCER	1	EA	$ 4,533.00	$ 4,533.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 24,032.00	$ 24,032.00	$ 21,000.00	$ 21,000.00	$ 32,500.00	$ 32,500.00	$ 23,000.00	$ 23,000.00
261	510	42"X12" STEEL REDUCER	1	EA	$ 6,232.00	$ 6,232.00	$ 12,000.00	$ 12,000.00	$ 14,500.00	$ 14,500.00	$ 15,586.00	$ 15,586.00	$ 14,000.00	$ 14,000.00	$ 29,000.00	$ 29,000.00	$ 34,700.00	$ 34,700.00
262	510	42" DIA X 24" DIA REDUCING TEE	1	EA	$ 8,500.00	$ 8,500.00	$ 11,000.00	$ 11,000.00	$ 13,500.00	$ 13,500.00	$ 13,328.00	$ 13,328.00	$ 19,000.00	$ 19,000.00	$ 29,400.00	$ 29,400.00	$ 22,000.00	$ 22,000.00
263	510	42" DIA X 16" DIA REDUCING TEE	1	EA	$ 7,365.00	$ 7,365.00	$ 13,000.00	$ 13,000.00	$ 14,500.00	$ 14,500.00	$ 15,270.00	$ 15,270.00	$ 14,000.00	$ 14,000.00	$ 31,600.00	$ 31,600.00	$ 12,200.00	$ 12,200.00
264	510	42" DIA X 8" DIA REDUCING TEE	3	EA	$ 5,665.00	$ 16,995.00	$ 12,000.00	$ 36,000.00	$ 14,500.00	$ 43,500.00	$ 16,585.00	$ 49,755.00	$ 14,000.00	$ 42,000.00	$ 31,600.00	$ 94,800.00	$ 7,520.00	$ 22,560.00
265	510	42" DIA WYE	1	EA	$ 8,500.00	$ 8,500.00	$ 25,000.00	$ 25,000.00	$ 26,000.00	$ 26,000.00	$ 12,900.00	$ 12,900.00	$ 26,500.00	$ 26,500.00	$ 40,500.00	$ 40,500.00	$ 54,950.00	$ 54,950.00
266	510	42" BLIND FLANGE	1	EA	$ 1,700.00	$ 1,700.00	$ 14,000.00	$ 14,000.00	$ 16,500.00	$ 16,500.00	$ 228.00	$ 228.00	$ 15,000.00	$ 15,000.00	$ 33,900.00	$ 33,900.00	$ 24,300.00	$ 24,300.00
267	510	DUCTILE IRON FITTINGS	0.92	TON	$ 6,800.00	$ 6,252.60	$ 25,000.00	$ 22,987.50	$ 22,000.00	$ 20,229.00	$ 3,766.00	$ 3,462.84	$ 36,000.00	$ 33,102.00	$ 28,600.00	$ 26,297.70	$ 20,300.00	$ 18,665.85
268	510	CEM STABIL BKFL, 42" DIA PIPE	100	LF	$ 225.00	$ 22,500.00	$ 350.00	$ 35,000.00	$ 600.00	$ 60,000.00	$ 295.00	$ 29,500.00	$ 360.00	$ 36,000.00	$ 640.00	$ 64,000.00	$ 433.00	$ 43,300.00
269	511	VALVE (GATE) 42"	2	EA	$ 131,845.00	$ 263,690.00	$ 130,000.00	$ 260,000.00	$ 120,000.00	$ 240,000.00	$ 125,000.00	$ 250,000.00	$ 151,000.00	$ 302,000.00	$ 151,000.00	$ 302,000.00	$ 156,200.00	$ 312,400.00
270	511	VALVE (BUTTERFLY) 42"	4	EA	$ 41,000.00	$ 164,000.00	$ 55,000.00	$ 220,000.00	$ 43,000.00	$ 172,000.00	$ 42,380.00	$ 169,520.00	$ 72,000.00	$ 288,000.00	$ 67,000.00	$ 268,000.00	$ 92,500.00	$ 370,000.00
271	511	VALVE (GATE) 24"	1	EA	$ 34,845.00	$ 34,845.00	$ 35,000.00	$ 35,000.00	$ 40,000.00	$ 40,000.00	$ 44,150.00	$ 44,150.00	$ 42,000.00	$ 42,000.00	$ 43,700.00	$ 43,700.00	$ 38,700.00	$ 38,700.00
272	511	VALVE (GATE) 16"	1	EA	$ 17,000.00	$ 17,000.00	$ 12,000.00	$ 12,000.00	$ 18,000.00	$ 18,000.00	$ 14,650.00	$ 14,650.00	$ 14,500.00	$ 14,500.00	$ 14,100.00	$ 14,100.00	$ 20,900.00	$ 20,900.00
273	511	VALVE (GATE) 12"	1	EA	$ 7,365.00	$ 7,365.00	$ 5,500.00	$ 5,500.00	$ 8,500.00	$ 8,500.00	$ 5,395.00	$ 5,395.00	$ 7,000.00	$ 7,000.00	$ 7,400.00	$ 7,400.00	$ 10,400.00	$ 10,400.00
274	511	VALVE (GATE) 8"	3	EA	$ 4,532.00	$ 13,596.00	$ 3,000.00	$ 9,000.00	$ 3,100.00	$ 9,300.00	$ 3,750.00	$ 11,250.00	$ 4,500.00	$ 13,500.00	$ 3,330.00	$ 9,330.00	$ 7,000.00	$ 21,000.00
275	511	DRAIN VALVE	6	EA	$ 7,365.00	$ 44,190.00	$ 8,000.00	$ 48,000.00	$ 5,500.00	$ 33,000.00	$ 10,600.00	$ 63,600.00	$ 8,000.00	$ 48,000.00	$ 12,000.00	$ 72,000.00	$ 10,990.00	$ 65,940.00
276	511	DEAD-END BLOW-OFF VALVE	1	EA	$ 2,946.00	$ 2,946.00	$ 1,900.00	$ 1,900.00	$ 2,800.00	$ 2,800.00	$ 6,050.00	$ 6,050.00	$ 2,100.00	$ 2,100.00	$ 9,900.00	$ 9,900.00	$ 7,600.00	$ 7,600.00
277	511	3" COMBINATION AIR VALVE	2	EA	$ 20,397.00	$ 40,794.00	$ 40,000.00	$ 80,000.00	$ 32,000.00	$ 64,000.00	$ 39,100.00	$ 78,200.00	$ 53,000.00	$ 106,000.00	$ 52,000.00	$ 104,000.00	$ 44,000.00	$ 88,000.00
278	511	4" COMBINATION AIR VALVE	1	EA	$ 23,796.00	$ 23,796.00	$ 41,000.00	$ 41,000.00	$ 32,000.00	$ 32,000.00	$ 41,914.00	$ 41,914.00	$ 55,000.00	$ 55,000.00	$ 53,000.00	$ 53,000.00	$ 45,000.00	$ 45,000.00
279	511	6" COMBINATION AIR VALVE	2	EA	$ 27,196.00	$ 54,392.00	$ 42,000.00	$ 84,000.00	$ 32,000.00	$ 64,000.00	$ 46,050.00	$ 92,100.00	$ 56,000.00	$ 112,000.00	$ 54,000.00	$ 108,000.00	$ 50,900.00	$ 101,800.00
280	511	REPLACE FIRE HYDRANT	1	EA	$ 7,705.00	$ 7,705.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 8,300.00	$ 8,300.00	$ 8,500.00	$ 8,500.00	$ 6,800.00	$ 6,800.00	$ 5,400.00	$ 5,400.00
281	593	CONCRETE RETARD	5	EA	$ 6,800.00	$ 34,000.00	$ 1,300.00	$ 6,500.00	$ 1,200.00	$ 6,000.00	$ 1,500.00	$ 7,500.00	$ 5,000.00	$ 25,000.00	$ 2,620.00	$ 13,100.00	$ 4,000.00	$ 20,000.00
282	702	REMOVE AND REPLACE VINYL SPLIT RAIL FENCE W/ WIRE MESH	150	LF	$ 40.00	$ 6,000.00	$ 55.00	$ 8,250.00	$ 105.00	$ 15,750.00	$ 45.00	$ 6,750.00	$ 48.50	$ 7,275.00	$ 60.60	$ 9,090.00	$ 135.00	$ 20,250.00
283	702	REMOVE AND REPLACE EXISTING 6 FT WIRE MESH FENCE	50	LF	$ 75.00	$ 3,750.00	$ 85.00	$ 4,250.00	$ 35.00	$ 1,750.00	$ 58.00	$ 2,900.00	$ 60.50	$ 3,025.00	$ 88.00	$ 4,400.00	$ 70.00	$ 3,500.00
284	702	REMOVE AND REPLACE EXISTING 6 FT VERTICAL WOODEN PRIVACY FENCE	30	LF	$ 45.00	$ 1,350.00	$ 85.00	$ 2,550.00	$ 45.00	$ 1,350.00	$ 81.00	$ 2,430.00	$ 85.00	$ 2,550.00	$ 134.00	$ 4,020.00	$ 103.00	$ 3,090.00
285	702	REMOVE AND REPLACE EXISTING 6 FT HORIZONTAL PRIVACY FENCE	185	LF	$ 68.00	$ 12,580.00	$ 80.00	$ 14,800.00	$ 110.00	$ 20,350.00	$ 112.00	$ 20,720.00	$ 116.00	$ 21,460.00	$ 86.90	$ 16,076.50	$ 34.00	$ 6,290.00
286	26 42 14	CATHODIC PROTECTION SYSTEM	1	LS	$ 77,055.00	$ 77,055.00	$ 19,999.50	$ 19,999.50	$ 45,000.00	$ 45,000.00	$ 30,000.00	$ 30,000.00	$ 108,000.00	$ 108,000.00	$ 133,000.00	$ 133,000.00	$ 404,000.00	$ 404,000.00
287	26 42 14	INSULATING FLANGE TEST STATION	8	EA	$ 1,133.00	$ 9,064.00	$ 6,000.00	$ 48,000.00	$ 10,500.00	$ 84,000.00	$ 3,000.00	$ 24,000.00	$ 600.00	$ 4,800.00	$ 7,800.00	$ 62,400.00	$ 2,400.00	$ 19,200.00
288	26 42 14	CARRIER CASING TEST STATION	16	EA	$ 1,600.00	$ 25,600.00	$ 6,000.00	$ 96,000.00	$ 12,000.00	$ 192,000.00	$ 1,200.00	$ 19,200.00	$ 600.00	$ 9,600.00	$ 4,530.00	$ 72,480.00	$ 4,000.00	$ 64,000.00
289	26 42 14	HERMETICALLY SEALED CASING TEST STATION	2	EA	$ 3,175.00	$ 6,350.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 24,000.00	$ 1,800.00	$ 3,600.00	$ 600.00	$ 1,200.00	$ 5,400.00	$ 10,800.00	$ 3,000.00	$ 6,000.00
290	26 42 14	FOREIGN CROSSING TEST STATION	1	EA	$ 2,500.00	$ 2,500.00	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 30,000.00	$ 30,000.00	$ 600.00	$ 600.00	$ 4,160.00	$ 4,160.00	$ 3,300.00	$ 3,300.00
		TOTAL BASE BID + ADD ALT ADJUSTED FOR CORRECTNESS				**$ 37,249,664.13**		**$ 36,145,959.00**		**$ 38,873,990.00**		**$ 39,762,274.65**		**$ 41,172,220.66**		**$ 44,076,875.86**		**$ 45,443,630.49**
		BASE BID + ADD ALT FROM THE PROPOSAL						$36,145,959.00		$38,873,990.00		$39,762,274.66		$41,172,220.66		**$44,076,875.86**		$45,443,630.49
		ADJUSTMENT DIFFERENCE						$ -		$ -		$ (0.01)		$ -		$ -		$ -
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y
		Bid Bond						Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

1120 S. Capital of Texas Highway
CityView 2, Suite 100, Austin, Texas 78746
P 512.338.1704 | F 512.338.1784 | kfriese.com
TBPE Firm No. 6535

December 30, 2022

Ms. Loretta Schietinger, PE
HNTB Corporation
701 Brazos Street, Suite 450
Austin, TX 78701

Sent Via: Email

Re: 23IFB8 – Corridor H / Sam Bass

Dear Ms. Schietinger:

Sealed bids were received for the above-referenced project on December 20, 2022 at 11:00 AM. We have reviewed the bids and a summary of contractor bid amount is as follows:

No.	Company	Base Bid	Add Alt. Bid	Total Bid
1	Cash Construction Co., Inc.	$27,306,240.00	$8,839,719.00	$36,145,959.00
2	DeNucci Constructors, LLC	$28,883,851.00	$9,990,139.00	$38,873,990.00
3	Joe Bland Construction, LP	$29,752,596.82	$10,009,677.84	$39,762,274.66
4	Austin Engineering Co., Inc.	$30,573,969.66	$10,598,251.00	$41,172,220.66
5	Capital Excavation Co.	$30,466,966.16	$13,609,909.70	$44,076,875.86
6	Jordan Foster Construction, LLC	$30,849,971.64	$14,593,658.85	$45,443,630.49

The certified bid tabulation is attached. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. The lowest overall bid was $36,145,959.00, received from Cash Construction Co., Inc., which is 3% lower than the Engineer's Estimate of $37,249,664.13.

It is KFA's recommendation to award the contract to Cash Construction Co., Inc. Should you have any questions, please feel free to contact me.

Sincerely,

Tyson Hasz, PE
Project Manager

Enclosure: Bid Tabulation

Meeting Date: 01/10/2023

Bud Stockton Ext. Detour Notification

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the temporary closing of CR 305 and detouring traffic during construction of the Bud Stockton Extension project, a Road Bond Project in Commissioner Precinct 4. Project: P307

Background

The proposed detour of CR 305 is necessary to construct the related intersection. The CR 305 closure and detour will last no longer than 60 days. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Jarrell ISD will be notified, prior to any changes in the traffic pattern.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

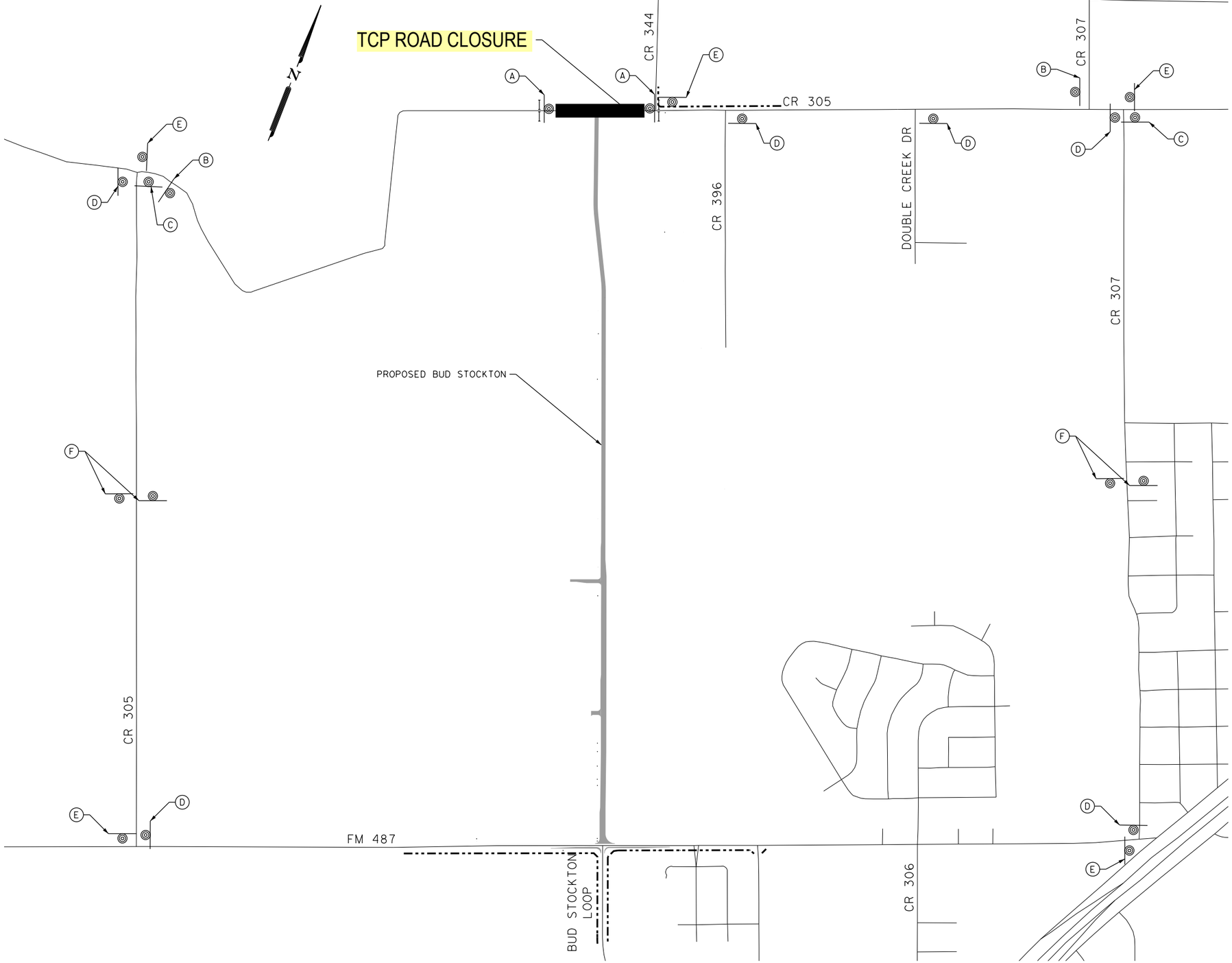
BudStockton-Detour

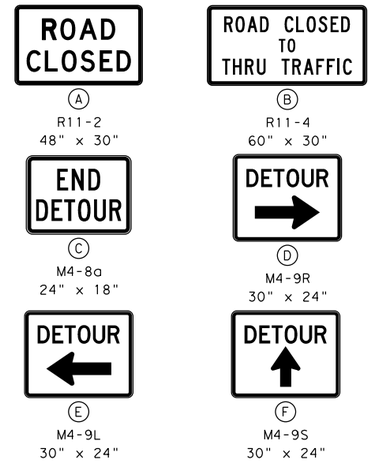
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2023 08:36 AM
Form Started By: Marie Walters		Started On: 12/30/2022 04:35 PM
Final Approval Date: 01/06/2023		

Plotted on: 11/14/2022

Design Filename: H:\Projects\511\71\02\Design\Civil\TCP\511702_detourlayout01.dgn





LEGEND

TYPE III BARRICADE

SIGN

DESIGN

STATE OF TEXAS
BRIAN A. ALLEN
123374
LICENSED
PROFESSIONAL ENGINEER

BRIAN A. ALLEN, P.E. — 11/14/2022 DATE

APPROVAL

STATE OF TEXAS
DENNIS K. SEAL
80287
LICENSED
PROFESSIONAL ENGINEER

DENNIS K. SEAL, P.E. — 11/14/2022 DATE

0 500 1000 1500

SCALE: 1" = 1000'

REV. NO.	DATE	DESCRIPTION	BY

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

WILLIAMSON COUNTY 1848

BUD STOCKTON EXTENSION

TCP PHASE B DETOUR LAYOUT

SHEET 1 OF 1

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	--			BUD S.
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	--	WILCO	1201	02	027	46

Commissioners Court - Regular Session **64.**

Meeting Date: 01/10/2023

SE Loop Segment 2 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a relocation claim for actual business moving expenses in relation to a ROW acquisition from Tier (Parcel 45) and needed for the construction of the SE Loop project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relo Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:47 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2023 03:40 PM
Final Approval Date: 01/05/2023		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Marcelo Tier Pineiro and Yury Tier Pineiro	Parcel No: 45 (Business)	County: Williamson Project: Southeast Loop Phase 2

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Personal Property

2. Address of Property Acquired by Williamson County: 1750 County Road 134 Hutto, Texas 78634 [redacted]	3. Address Moved To: 2050 CR 109 Hutto TX 78634 820 CR 458 Coupland TX 78615
4. Occupancy of Property Acquired by Williamson County: From (Date): 9-11-22 To (Date of Move): 10-18-22 ☒ Owner/Occupant ☐ Tenant	5. Distance Moved: Miles 8 / 12 7. Mover's Name and Address: Self-Move

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	07	18	2022
b. Date Property Acquired			
c. Date Required to Move			

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$6,137.35
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. **Total Amount**	**$6,137.35**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

12-5-22 Claimant

Date of Claim: 12-5-22 Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $6,137.35

Date 12-14-2022 Relocation Agent

Date Williamson County Judge

TIMESHEET DISPLACEE PERSONAL PROPERTY SELF MOVE

PROJECT SE Loop
ROADWAY
PARCEL 45 & 45TCE

Name: Marcelo Tier Pineiro

Date	Task		Time Started	Time Finished	Total Hours
10-9-22	Collection, cleaning,		8:00 Am	5:00 Pm	9
10-20-22	Transfer of equipment,		8:00 Am	4:00 Pm	8
10-13-22	collection and delivery of		8:00 Am	2:00 Pm	6
10-14-22	raw materials, delivery		8:00 Am	5:00 Pm	9
10-17-22	of solid waste.		8:00 Am	5:00 Pm	9
10-18-22	" " " "		8:00 Am	11:00 Am	3

Total Hours 44
Rate Per Hour $ 35
Total Pay $ 1,540.00 ✓

By my signature below I certify that the time and hourly rate shown above is true and correct

Signature: _____

TIMESHEET DISPLACEE PERSONAL PROPERTY SELF MOVE

PROJECT SE Loop
ROADWAY
PARCEL 45 & 45 TCE

Name: Yury Tier Pineiro

Date	Task	Time Started	Time Finished	Total Hours
10-9-22	Collection, cleaning,	8:00 AM	5:00 Pm	9
10-10-22	Transfer of equipment,	8:00 AM	4:00 Pm	8
10-13-22	collection and delivery	8:00 AM	2:00 Pm	6
10-14-22	of raw materils,	8:00 AM	5:00 Pm	9
10-17-22	delivery of solid	8:00 AM	5:00 Pm	9
10-18-22	waste!	8:00 AM	11:00 AM	3

Total Hours	44
Rate Per Hour	$ 35
Total Pay	**$1,540.00**

By my signature below I certify that the time and hourly rate shown above is true and correct

Signature: _____

Local Rates		
Project Manager	Per Hour	$75.00
Truck	Per Hour	$40.00
Driver	Per Hour	$40.00
Mover	Per Hour	$35.00
Furniture Technician	Per Hour	$40.00
Supervisor	Per Hour	$50.00
Data center technician	Per Hour	$60.00

Local Commercial mover Rates

PURCELL
TIRE AND SERVICE CENTERS

SEND PAYMENT PURCELL TIRE CO
ONLY TO: P.O. BOX 503649
ST. LOUIS, MO 63150-3649

PURCELL TIRE AND SERVICE CENTER
15416 NORTH IH 35

AUSTIN, TX 78728-4703

512/251-2324

INVOICE #: 5411633

PAGE: 1
TIME STARTED: 12:07:11
TIME CLOSED: 12:11:27

NONSIG #: 000154843 ACCT#: 5411111

CUSTOMER: MARCELO TIER
5411111 1750 CR 134
HUTTO TX X
78634

PRIMARY: 512/000-0000 0 VEHICLE: 2000 NA
SALESMAN: 05436 LICENSE: NA TX MILEAGE: 1
INVOICE DATE: 10/14/22 TERMS: NET 10TH
PICKUP AT STORE: Y

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
SCRAP DISPOSAL CONSUMER 046278000		88	17.00		1496.00

MERCHANDISE: 1496.00
INVOICE TOTAL: 1496.00

VISA/MASTERCARD 1496.00

0713

le here at Purcell Tire and Rubber Austin thank you for your busi
www.purcelltire.com

Please Remit To: PO Box 503649 St. Louis, Mo 63150-3649

Disposal of old Tires

Customer Signature : Yu

Printed Name: Marcelo Tier

54 PURCELL TIRE
15416 N IH 35
AUSTIN TX 78728-4704
512 251-2324

SALE

MID: 0000 Store: 4039 Term: 0001
REF#: 00000002
Batch #: 001 RRN: 59449295
10/14/22 12:08:00
AVS: 0 CVC: P
Invoice #: 5411633
APPR CODE: 020952
VISA Chip
**********0713 **/**

AMOUNT $1,496.00

APPROVED

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

Thank You
Please Come Again

CUSTOMER COPY

FOR ALL YOUR TIRE AND SERVICE NEEDS CALL 1-8
All Vehicles Must Re-Torque Lugnuts Between 50 and 100
SERVICE CHARGES: 1 ½% PER MONTH (18% ANNUAL RATE) ON ALL PAST DUE AMOUNTS.

Eagle Towing & Recovery, Inc.
2305 W Howard Ln, Austin TX 78728
Phone: (512) 255-4441 | Fax: (512) 255-6144

Receipt
#22-1018-28370

Cash Customer

Invoice #	22-1018-28370	**Authorized by**	Cash Customer
Driver	Trey Cheatham	**Tow From**	1750 Co Rd 134, Hutto, TX 78634, USA
Driver TDLR#	50434	**Tow To**	820 Co Rd 458, Coupland, TX 78615, USA
Truck	Unit #114		
Truck Plate #	T7214H		
Truck TDLR#	00064823310O3IM		
Date/Time Requested	10/17/2022 @ 7:06 PM		
Date/Time Arrival:	10/18/2022 @ 8:07 AM		
Date/Time Destination Arrival:	10/18/2022 @ 8:43 AM		
Date/Time Completed	10/18/2022 @ 8:53 AM		
Contact	Marcelo, (512) 436-4142		

Year	Make	Model	Color	VIN	Plate	Odometer
1999	Chevrolet (Utility box)	EXPRESS 3500	White	1GBJG31R4X1128555	FGX7512 TX	-

Charge Description	Quantity	Price	Line Total
Unloaded/Enroute Mileage	19	$6.00	$114.00
Loaded/Hooked Mileage	11	$8.50	$93.50
Fuel Surcharge	1	$60.00	$60.00
CC Fee	1	$31.00	$31.00
Hookup	1	$350.00	$350.00
		Grand Total	**$648.50**
		Amount Due:	**$0.00**
		Visa payment (Ref # 2287) of $648.50 applied on 10/18/2022	

Towing non mobile Vehicles

TOWING COMPANY NOT RESPONSIBLE FOR DAMAGES NOTED ABOVE, AND PERSONAL PROPERTY LEFT IN VEHICLE, OR FOR VEHICLE ITSELF AFTER DELIVERY TO ANY LOCATION, ESPECIALLY IN CASES OF FIRE, THEFT, VANDALISM, OR ANY OTHER CAUSE BEYOND OUR CONTROL. YOU MAY DIRECT ALL COMPLAINTS TO ; TEXAS DEPARTMENT OF LICENSING & REGULATIONS PO BOX 12157 AUSTIN, TX 78711 800-803-9202 WWW.TDLR.TEXAS.GOV ENFORCEMENT@TDLR.TEXAS.GOV

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=136209489&sc=e31fc60e6a

TDLR# 006447555C **VSF#** 0653716VSF

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Created with Towbook Management Software | www.towbook.com

WASTE MANAGEMENT

Williamson County Landfill
600 Landfill Road
Hutto, TX, 78634
Ph: (512) 759-8881

Original
Ticket# 2074869

Customer Name CASH WILLIAMSON CO LANDFILL-C
Ticket Date 10/18/2022
Payment Type Credit Card
Manual Ticket#
Hauling Ticket#
Route
State Waste Code
Manifest
Destination
PO
Profile ()
Generator

Carrier CASH CASH CUSTOMERS
Vehicle# PJ-0923 Volume 14.0
Container
Driver
Check# 0
Billing # 0000027
Gen EPA ID
Grid

	Time	Scale	Operator	Inbound		
In	10/18/2022 09:01:34	Scale 1	benny		Gross	8260 lb
Out	10/18/2022 09:01:34		benny		Tare	7360 lb
					Net	900 lb
					Tons	0.45

Comments

Waste Management is not responsible for damage or injury that may occur.

	Product	LD%	Qty	UOM	Rate	Fee	Amount	Origin
1	1006T-MSW COMPACTE	100	0.45	Tons	46.90	1.68	$46.90	Williamson
2	FUEL%-Fuel Surchar	100		%	8.00		$3.75	Williamson

Amt $52.33, Amt Tendered $52.33, Chg Due $0.00

Total Fees $1.68
Total Ticket $52.33

Driver`s Signature

Solid waste disposal

WILLIAMSON CNTY LANDFILL
600 COUNTY RD 128
HUTTO, TX 78634
5127598881

Cashier: Employee

Transaction **800210**

Total **$52.33**

DEBIT CARD AUTH $52.33
VISA 0713

Retain this copy for statement validation

18-Oct-2022 9:01:53A
$52.33 | Method: EMV
US DEBIT XXXXXXXXXXX0713
MARCELO TIER-PINEIRO
Reference ID: 229100915851
Auth ID: 090153
MID: ********9995
AID: A0000000980840
AthNtwkNm: VISA
RtInd:CREDIT
SIGNATURE VERIFIED

Online: https://clover.com/p/WMHXMJ924S6W2

Payment WMHXMJ924S6W2

Clover Privacy Policy
https://clover.com/privacy

WASTE MANAGEMENT

Williamson County Landfill
600 Landfill Road
Hutto, TX, 78634
Ph: (512) 759-8881

Original
Ticket# 2071007

Customer Name	CASH WILLIAMSON CO LANDFILL-C	Carrier	CASH CASH CUSTOMERS
Ticket Date	10/10/2022	Vehicle#	LOOSE Volume
Payment Type	Credit Card	Container	
Manual Ticket#		Driver	
Hauling Ticket#		Check#	0
Route		Billing #	0000027
State Waste Code		Gen EPA ID	
Manifest		Grid	
Destination			
PO			
Profile	()		
Generator			

	Time	Scale	Operator	Inbound		
In	10/10/2022 15:01:08	Scale 2	jdeniss		Gross	7340 lb
Out	10/10/2022 15:01:08		jdeniss		Tare	6000 lb
					Net	1340 lb
					Tons	0.67

Comments

Waste Management is not responsible for damage or injury that may occur.

	Product	LD%	Qty	UOM	Rate	Fee	Amount	Origin
1	1007T-MSW LOOSE TO	100	0.67	Tons	46.90	2.51	$46.90	Williamson
2	FUEL%-Fuel Surchar	100		%	8.00		$3.75	Williamson

Solid waste disposal

Amt $53.16, Amt Tendered $53.16, Chg Due $0.00

Total Fees	$2.51
Total Ticket	$53.16

WILLIAMSON CNTY LANDFILL
600 COUNTY RD 128
HUTTO, TX 78634
5127598891

Cashier: Employee
Transaction **718063**

Total **$53.16**

DEBIT CARD AUTH $53.16
VISA 0713

MARCELO TIER-PINEIRO

I agree to pay the above amount per the cardholder and/or merchant agreement

10-Oct-2022 3:01:20P
$53.16 | Method: EMV
US DEBIT XXXXXXXXXXXX0713
MARCELO TIER-PINEIRO
Reference ID: 22830735565
Auth ID: 050120
MID: *******9995
AID: A0000000980840
AthNtwkNm: VISA
Rtlnd:CREDIT

Online: https://clover.com/p/8NZ5VYM9GV3DA
Merchant Copy

Payment 8NZ5VYM9GV3DA

Clover Privacy Policy
https://clover.com/privacy

RTF Transport, LLC
108 Wells Bend
Phone 512-394-2330

Receipt #1750

Contract machinery rental:

Year	Make	Model	Color	Serial N.
1994	Deere	Backhoe	Yellow	T031DB799311

RenterS: Marcelo Tier Pineiro
Yury Tier Pineiro

Rental of equipment used to move personal property and load on too trailers.

Charge Descriptions:

Use of the equipment from 10/9/2022 to 10/18/2022 for a total amount equivalent to **750 dollars**

Date: 10/20/2022

TOTAL paid: $750

Amount due: $0.00

Signature _____
RTF Transport LLC.

ERSHIP ACKNOWLEDGEMENT AND RELEASE

ER ACKNOWLEDGES OWNERSHIP OF TRADE IN CYLINDER TO PARTICIPATE IN EXCHANGE.
NTED CYLINDERS WILL NOT BE ACCEPTED. THOROUGHBRED DOES NOT ACCEPT NON-THOROUGHBRED
ETYLENE), SIZE 5 (OXYGEN) AND SIZE 6 (ARGON AND ARGON/CARBON DIOXIDE MIX) CYLINDERS FOR EXCHANGE.
ONLY CUSTOMER OWNED CYLINDERS WILL BE EXCHANGED.

For 24-Hour Chemical Emergecy Response During Transport Call CHEMTREC 1-800-424-9300

DOT HAZARDOUS MATERIALS SHIPPING PAPER

SHIPPED QTY IN CYLS	CYLINDER SIZE	TYPE OF CONTAINER	DOT I.D. NUMBER	DOT SHIPPING NAME	DOT HAZARD CLASS	DOT-SP NUMBER	ERG NUMBER
		CYL	UN1001	Acetylene, dissolved	2.1		116
1	4	CYL	UN1072	Oxygen, compressed	2.2 (5.1)		122
		CYL	UN1956	Compressed gas, n.o.s (argon, carbon dioxide)	2.2		126
		CYL	UN1075	Liquefied petroleum gas	2.1		115
		CYL	UN1066	Nitrogen, compressed	2.2		121
		CYL	UN1046	Helium, compressed	2.2		121
		CYL	UN1013	Carbon dioxide	2.2		120
		CYL	UN1006	Argon, compressed	2.2		121

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according ... Department of Transportation.

Needed for cutting torch to cut large metal items into smaller managable Pieces

Thoroughbred Industrial Cylinder Exchang... ation: _____

The undersigned customer in purchasing industrial or cylinder gase... trial Cylinder Exchange Program Retailer acknowledges the following:

1. **CUSTOMER ACKNOWLEDGES OWNERSHIP OF TRADE-IN ... ANGE. LEASED OR RENTED CYLINDERS WILL NOT BE ACCEPTED. THOROUGHBRED DOES NOT ... (ACETYLENE), SIZE 5 (OXYGEN) AND SIZE 6 (ARGON AND ARGON/CARBON DIOXIDE MIX) CYL... ONLY CUSTOMER OWNED CYLINDERS WILL BE EXCHAN...**
2. Customer is familiar with and understands the hazards associ... ustrial and specialty gas cylinders under high o...
3. Custo... as liste... Upon ...
4. The T... of any ... custo... e
5. The c... prope...
6. **CUST...**
7. Custo...
8. Custo... Size ... oduct.

In furthe... signing ... Industri... industria... from my ... nbred sing iler.

TSC TRACTOR SUPPLY CO
TractorSupply.com
3600 NORTH MAIN ST
TAYLOR, TX 76574
512-352-2006

Ticket: 824414
Date: 10/9/22 Time: 11:41 AM
Store: 760 Register: 1
Cashier: Damian

Item	Qty	Price	Amount
4 CONTENT 125 OXYGEN	1	52.99	52.99
3804788			

Subtotal 52.99
Tax 4.37
Total 57.36

Debit Card - SALE 57.36
**********0713 - EMV Chip
Authorization #: 091688
Bank Reference #: 512430742093
Terminal ID : 00179076000100
Cryptogram : E4578E64050AFCA7
AID : A0000000980840
APP : US DEBIT
CVM : PIN Verified / 420000
TVR : 8000048000 / TSI : 6800

Change 0.00
I agree to pay the above amount according to my card issuer agreement.

Neighbor's Club makes Life Out Here more rewarding. Download the Tractor Supply ...

REWARDS EARN FUN ID. GET REWARDED. CLUB

Light

WITNESS _____

DATE 10/9/22

Required Information

NAME(PRINT) Miracle Tec

ADDRESS 7801 west Bruck

PHONE # 512-436-4142

DRIVER LICENSE or GOVERNMENT ID # 28847993

CUSTOMER SIGNATURE

X _____

THOROUGHBRED
INDUSTRIAL CYLINDER EXCHANGE, LLC

1-877-GAS-PONY

FORM-HAZ-G RECORD RETENTION: 25 MONTHS

CERTIFICATION OF ELIGIBILITY

Project: SE Loop
Parcel: 45 & 45TCE

Displacee: Marcelo Tier Pineiro

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☐ Citizens or Nationals of the United States

or

☒ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Marcelo Tier Pineiro
Claimant

Date: 11-7-2022

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date: 11-7-2022

CERTIFICATION OF ELIGIBILITY

Project: SE Loop
Parcel: 45 & 45TCE
Displacee: Yury Tier Pineiro

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☐ Citizens or Nationals of the United States

or

☒ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Yury Tier Pineiro
Claimant

Date: 11-7-2022

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date: 11-7-2022

Contact Notes

Project Southeast Loop
Parcel 45 and 45 TCE
Name Marcelo Tier and Yury Tier

Date	Comments
06-09-22 07-06-22	IOL sent 90 day letter sent for personal property move. Called Marcelo Tire to discuss 90 day letter and explain relocation eligibility. I also explained 30 day letter that would be sent once parcel is acquired. He said he understood and would let me know when they were ready to move/
09-27-22 09-29-22	Met with Marcelo Tier to go over relocation entitlement, he said that he and his brother would be moving the items I explained the process and the required document. Marcelo Tier ask about location of the TCE I sent him copy of the map.
11-14-22	Marcelo called and said he had moved the personal property form the parcel. I met with Marcelo and took vacate pictures and got the documentation. I told him I would prepare the claim documents for signatures.
	Marcelo and Yuri Tier chose to move their personal property themselves. Attached to the claim are the paid receipts for the direct costs incurred in moving or disposing of the personal property, in addition Marcelo and Yuri Tier have included the signed time sheets for the time that they incurred in moving the personal property items, the rate they charged in in line with the rate paid by a commercial mover for their employees mover. The hours shown on the time sheets are reasonable and the hourly rate requested is reasonable, the receipts have been verified as paid and all charges are considered reasonable and necessary and payment is recommended.
11-30-22 12-12-22 12-19-22	Prepared claim documents and sent to Marcelo for signature. Received signed claim documents back from Marcelo Tier. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **65.**

Meeting Date: 01/10/2023

CR 245 PEC Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Sal Caravello and the Worship Place for a PEC electric easement needed on the CR 245 project (Parcel 4). Funding Source: Road Bonds P 353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:48 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2023 03:48 PM
Final Approval Date: 01/05/2023		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

December 27, 2022

Via e-mail 93bluetoo@gmail.com
Sal Caravello
The Worship Place
375 CR 245
Georgetown, Texas 78633

Re: Williamson County—County Road 245
Parcel 4--PEC electric easement

Dear Mr. Caravello:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric utility easement to Williamson County, Texas and/or Pedernales Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by The Worship Place (Interdenominational) ("Owner") as part of the County's proposed improvements to CR 245 ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged electric utility easement ("Easement") in and to approximately 12,059 square feet of land, such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$9,828.00** in cash or other good funds ("Easement Purchase Price").

2. County shall pay Owner the additional sum of $350 as compensation for the acquisition, replacement, and/or relocation of the "Sunday Worship" pole sign which is located within the CR 245 right of way the County previously purchased from Owner, the location of which is shown in Exhibit "B" attached hereto (the "Sign Compensation").

3. If requested by County, the Closing and completion of this transaction and payment of the Easement Purchase Price and Sign Compensation shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

4. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

The Worship Place (Interdenominational),
a Texas nonprofit corporation

By: Sal Caravello

Name: SAL CARAVELLO

Its: CHAIRMAN OF THE BOARD OF TRUSTEES
THE WORSHIP PLACE

Date: 12/28/2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

ELECTRIC UTILITY EASEMENT
County Road 245

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

That **THE WORSHIP PLACE (INTERDENOMINATIONAL), a Texas nonprofit corporation**, for and in consideration of ONE DOLLAR ($1.00) in hand paid by **PEDERNALES ELECTRIC COOPERATIVE, INC.** of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

> All of that certain 0.277 acre (12,059 square foot) tract in the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4EE)**

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under the undersigned Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2023.

[signature page follows]

GRANTOR:

The Worship Place (Interdenominational),
a Texas nonprofit corporation

By: _____

Name:_____

Its:_____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____, the _____ and authorized corporate representative of The Worship Place (Interdenominational), in the capacity and for the purposes and consideration recited therein.

_____
Notary Public in and for The State of Texas

Please Return to:

JOINDER AND CONSENT OF LIENHOLDER TO ELECTRIC EASEMENT

PROSPERITY BANK, as Beneficiary under a Deed of Trust executed by The Worship Place (Interdenominational) to David Zalman, Trustee, recorded in Document No. 2016027258 (the "Grantor Security Document") of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this electric utility easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

PROSPERITY BANK

By:_____

Name:_____

Its:_____

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

_____

Notary Public in and for the State of _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 0.277 ACRE (12,059 SQ. FT.) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 19.98 ACRE TRACT OF LAND CONVEYED TO THE WORSHIP PLACE, RECORDED IN DOCUMENT NO. 2016027257 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.277 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found monumenting the northeast corner of the called 0.1398 acre tract of land (Parcel 4), conveyed to Williamson County, Texas, recorded in Document No. 2022061806 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 0.0114 acre tract of land (Parcel 5 - Part 1), described in Cause No. 22-0590-CC2, Notice of Lis Pendens, Williamson County, Texas (Condemnor) and Mary Simkins Luzius (Condmnee), recorded in Document No. 2022059018 of the Official Public Records of Williamson County, Texas, same being on the southeast corner of the called 20 acre tract of land conveyed to Mary Simkins Luzius, recorded in Document No. 2007019684 of the Official Public Records of Williamson County, Texas, said 20 acre tract of land being a portion of the called 91.929 acre tract of land described in Volume 1083, Page 101 of the Official Records of Williamson County, Texas, same being on an angle point in the existing west right-of-way line of County Road 245, from which an iron rod found with cap marked “MCGRAY” monumenting the north corner of said 0.0114 acre Williamson County, Texas (Condemnor) tract, same being on the east boundary line of said 20 acre Luzius tract, same being on said west right-of-way line of County Road 245, bears N 17°19’33” E for a distance of 115.76 feet;

THENCE, N 61°46’29” W with the north boundary line of said 0.1398 acre Williamson County, Texas tract, same being with the south boundary line of said 0.0114 acre Williamson County, Texas (Condemnor) tract, same being with the south boundary line of said 20 acre Luzius tract, same being with said existing west right-of-way line of County Road 245, for a distance of 8.96 feet to an iron rod found with cap marked “MCGRAY” monumenting the northwest corner of said 0.1398 acre Williamson County, Texas tract, the southwest corner of said 0.0114 acre Williamson County, Texas (Condemnor) tract, and the northeast corner of said remnant portion of the 19.98 acre The Worship Place tract, same being on angle point in said existing west right-of-way line of County Road 245 for the northeast corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked “MCGRAY” monumenting a point of curvature on the west boundary line of said 0.0114 acre Williamson County, Texas (Condemnor) tract, bears N 21°54’29” E for a distance of 82.89 feet;

THENCE, **S 21°52’35” W** with the east boundary line of said remnant portion of the 19.98 acre The Worship Place tract, the west boundary line of said 0.1398 acre Williamson County, Texas tract and said west right-of-way line of County Road 245, for a distance of **603.05 feet** to an iron rod found with cap marked “MCGRAY” monumenting the southwest corner of said 0.1398 acre Williamson County, Texas tract, the northwest corner of the called 0.3155 acre tract of land (Parcel 1), conveyed to Williamson County, Texas,

recorded in Document No. 2022064092 of the Official Public Records of Williamson County, Texas, the southeast corner of said remnant portion of the 19.98 acre The Worship Place tract and the northeast corner of the remnant portion of the called 91.929 acre tract of land conveyed to The B. Kinney Trust, B. Kinney, Trustee or her Successor in Trust, recorded in Document No. 2011069273 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof, from which an iron rod found with cap marked "TLS" monumenting the southeast corner of said 0.1398 acre Williamson County, Texas tract and the northeast corner of said 0.3155 acre Williamson County, Texas tract, bears S 61°46'34" E for a distance of 11.11 feet;

THENCE, **N 61°46'34" W** with the south boundary line of said remnant portion of the 19.98 acre The Worship Place tract and the north boundary line of said remnant portion of the 91.929 acre Kinney tract, for a distance of **20.12 feet** to a calculated point for the southwest corner hereof;

THENCE, **N 21°52'35" E** through the interior of said remnant portion of the 19.98 acre The Worship Place tract, for a distance of **603.05 feet** to a calculated point on the north boundary line of said remnant portion of the 19.98 acre The Worship Place tract and said south boundary line of the 20 acre Luzius tract, for the northwest corner hereof;

THENCE, **S 61°46'29" E** with said north boundary line of the remnant portion of the 19.98 acre The Worship Place tract and said south boundary line of the 20 acre Luzius tract, for a distance of **20.12 feet** to the **POINT OF BEGINNING** hereof and containing 0.277 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

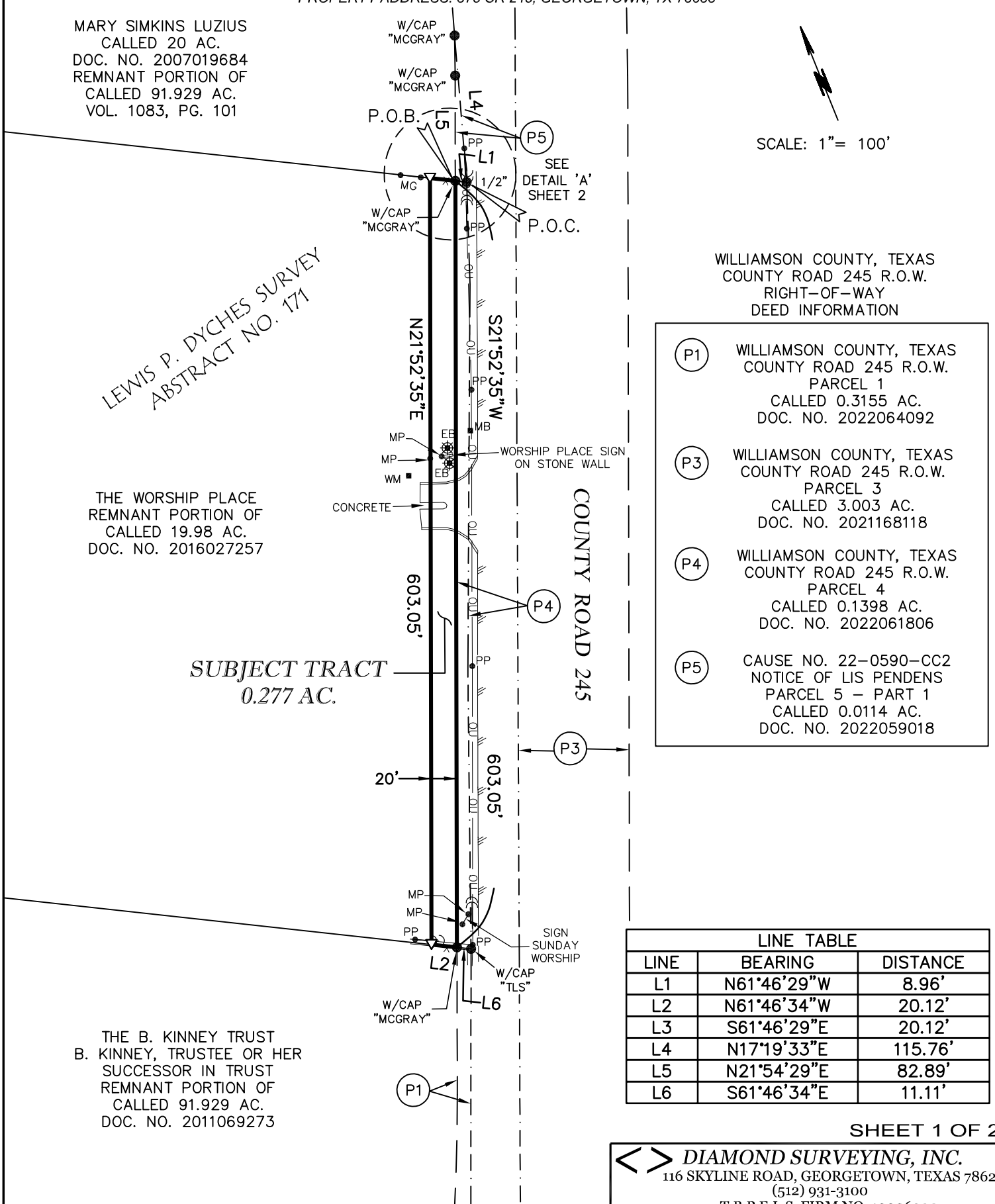
November 14, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#4 ROW STAKING THROUGHOUT WILCO\CR 245 ROW STAKING 2022-53\PEC ESMTS\CR 245 WORSHIP PLACE PEC ESMT M&B 20221114.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.277 ACRE (12,059 SQ. FT.) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 19.98 ACRE TRACT OF LAND CONVEYED TO THE WORSHIP PLACE, RECORDED IN DOCUMENT NO. 2016027257 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 375 CR 245, GEORGETOWN, TX 78633

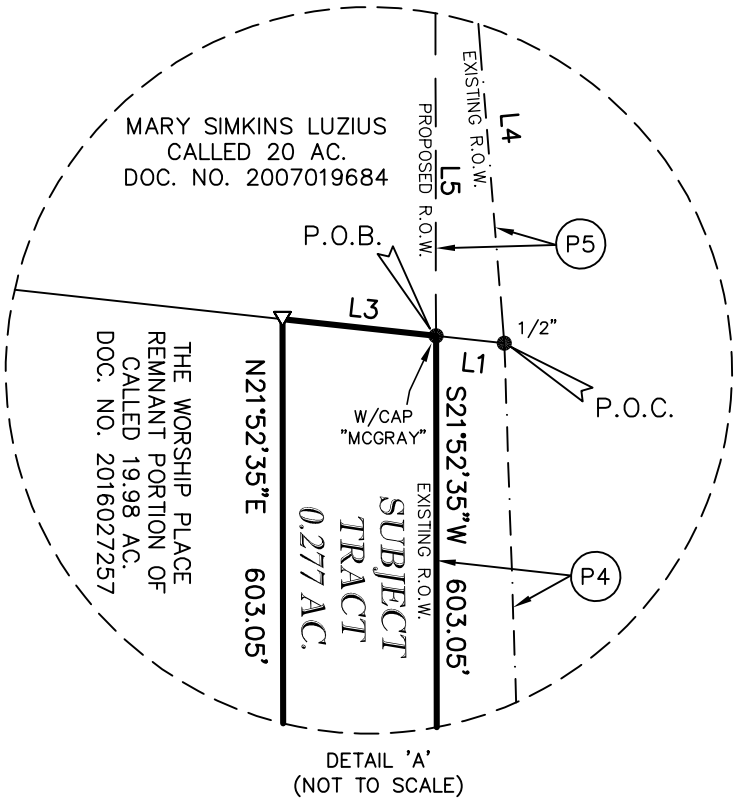


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°46'29"W	8.96'
L2	N61°46'34"W	20.12'
L3	S61°46'29"E	20.12'
L4	N17°19'33"E	115.76'
L5	N21°54'29"E	82.89'
L6	S61°46'34"E	11.11'

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.277 ACRE (12,059 SQ. FT.) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 19.98 ACRE TRACT OF LAND CONVEYED TO THE WORSHIP PLACE, RECORDED IN DOCUMENT NO. 2016027257 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 375 CR 245, GEORGETOWN, TX 78633



DETAIL 'A'
(NOT TO SCALE)

LEGEND

●	IRON ROD FOUND
▽	CALCULATED POINT
▪EB	ELECTRIC BOX
•PP	POWER POLE
⟵	DOWN GUY
❁	FLOOD LIGHT
▪WM	WATER METER
▪MB	MAIL BOX
•MP	2" METAL POLE
— — — —	RIGHT-OF-WAY DEED LINE
— X — X — X —	WIRE FENCE
	EDGE OF PAVEMENT
— OU — OU —	OVERHEAD UTILITY LINE
MG	METAL GATE
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

SHANE SHAFER, R.P.L.S. NO. 5281 *NOVEMBER 14, 2022*
DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

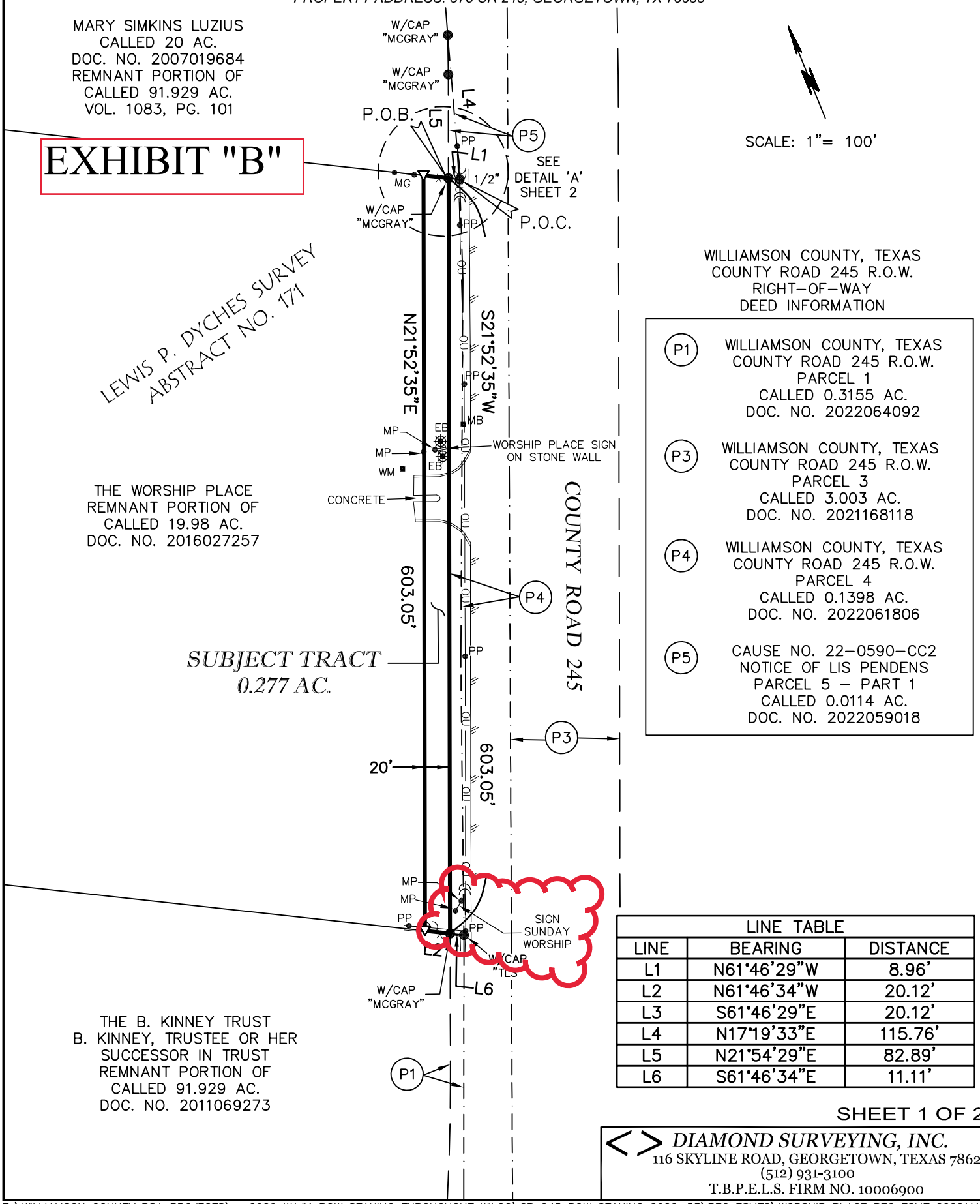
SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#4 ROW STAKING THROUGHOUT WILCO\CR 245 ROW STAKING 2022-53\PEC ESMTS\WORSHIP PLACE PEC ESMT 20221114.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.277 ACRE (12,059 SQ. FT.) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 19.98 ACRE TRACT OF LAND CONVEYED TO THE WORSHIP PLACE, RECORDED IN DOCUMENT NO. 2016027257 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 375 CR 245, GEORGETOWN, TX 78633

EXHIBIT "B"



WILLIAMSON COUNTY, TEXAS
COUNTY ROAD 245 R.O.W.
RIGHT-OF-WAY
DEED INFORMATION

P1 WILLIAMSON COUNTY, TEXAS
COUNTY ROAD 245 R.O.W.
PARCEL 1
CALLED 0.3155 AC.
DOC. NO. 2022064092

P3 WILLIAMSON COUNTY, TEXAS
COUNTY ROAD 245 R.O.W.
PARCEL 3
CALLED 3.003 AC.
DOC. NO. 2021168118

P4 WILLIAMSON COUNTY, TEXAS
COUNTY ROAD 245 R.O.W.
PARCEL 4
CALLED 0.1398 AC.
DOC. NO. 2022061806

P5 CAUSE NO. 22-0590-CC2
NOTICE OF LIS PENDENS
PARCEL 5 - PART 1
CALLED 0.0114 AC.
DOC. NO. 2022059018

LINE TABLE		
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SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session **66.**

Meeting Date: 01/10/2023

TXDOT Advance Funding Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match On-System with TxDOT for funding a portion of the installation of traffic signals at the intersection of US Highway 183 and Whitewing Drive in Williamson County. Funding Source: 01.0100.0000.207009

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2023 08:48 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2023 03:53 PM
Final Approval Date: 01/05/2023		

CSJ #		0914-00-468	
District #	14	AFA ID	Z00004095
Code Chart 64 #	50246		
Project Name	US 183 at Whitewing Drive		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement generally described as Installing Traffic Signal in multiple location District wide; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **the installation of traffic signals at the intersection of US Highway 183 and Whitewing Drive, in Williamson County, Texas** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #		0914-00-468	
District #	14	AFA ID	Z00004095
Code Chart 64 #	50246		
Project Name	US 183 at Whitewing Drive		

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 Main Street, ste.201 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Tucker Ferguson, P.E.	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
District Engineer	County Judge
Typed or Printed Title	Typed or Printed Title
Date	Date

CSJ #		**0914-00-468**	
District #	**14**	**AFA ID**	**Z00004095**
Code Chart 64 #		**50246**	
Project Name		**US 183 at Whitewing Drive**	

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government shall contribute a fixed amount of $12,250 as the Pro Rata Share for signalization at the intersection of US Hwy 183 and Whitewing Drive, in Williamson County, Texas.

The fixed amount $12,250 contribution is due at the time of execution of this Agreement that will be applied towards CSJ#0914-00-468, a district wide traffic signal installation project which has been let in month of September 2022. The State will perform the work.

Meeting Date: 01/10/2023
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	01/05/2023 08:52 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2023 03:57 PM
Final Approval Date: 01/05/2023		

Commissioners Court - Regular Session **68.**

Meeting Date: 01/10/2023

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	01/05/2023 08:55 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2023 03:58 PM
Final Approval Date: 01/05/2023		