NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 26, 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 – 34)

3. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0451-004212	JP#1/Postage	$7,500
TO	0100-0451-004192	JP#1/Autopsy Transport	$7,500
FROM	0100-0409-004998	NonDept/Contingencies	$100,000
TO	0100-0451-004190	JP#1/Autopsies	$100,000

4. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004192	Transportation/Autopsies	$42,000.00
From	0100.0454.004002	Jurors, Grand Jurors, Jury Com	$8,000.00
From	0100.0454.004141	Interpreters	$3,000.00
From	0100.0454.004350	Printed Materials & Binding	$2,000.00
To	0100.0454.004190	Autopsies, Med Inquests	$55,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$1,170.90
To	0100.0509.004350	Printing Services	$1,170.90

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004711	Tax Appraisal District	$121,120.28
To	0100.0509.004620	Furniture/Equip. Rental	$121,120.28

7. Discuss, consider and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during July - September 2023 (FY23 4th quarter).

8. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/21/2023 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider, and take appropriate action to approve the County Attorney August 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

10. Discuss, consider and take appropriate action on reappointment of Kelsey Stone and Cynthia Long to the City of Leander TIRZ/Development Authority boards for two-year terms beginning November 1, 2023 and ending on October 31, 2025.

11. Discuss, consider and take appropriate action on confirming the appointment of Hector L. Rivera and Anthony M. Mayberry as a Pct 1 Deputy Constables for Williamson County pursuant to Texas Local Government Code 86.011.

12. Discuss, consider and take appropriate action on a Floodplain Drainage Easement between Williamson County, Texas, as Grantor, and the City of Cedar Park, as Grantee, relating to the Twin Lakes Park.

13. Discuss, consider, and take appropriate action on approving and ratifying the submission of a formal protests/requests for contested case hearings and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to petitions for the creation of Theon Ranches MUD No. 2 and Theon Ranches MUD No. 3 of Williamson County, Texas.

14. Discuss and take appropriate action on renewal of contract with the Texas State Library and Archives Commission for County Clerk microfilm storage and creation for FY 2023-2024.

15. Discuss, consider and take appropriate action on a Contract in the Public Interest between Williamson County and the Williamson County Economic Development Partnership, Inc. to assist with further enhancing and developing an economic development program for the entities of the Williamson County Economic Development Partnership, Inc.

16. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Block House Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

17. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Brushy Creek Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

18. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with The Meadows at Chandler Creek Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

19. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Fern Bluff Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

20. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with The Ranch at Cypress Creek Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

21. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Paloma Lake Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

22. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Vista Oaks Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

23. Discuss, consider and take appropriate action on approving the Capital Area Council of Governments Cooperative Working Agreement (CAPCOG) with Williamson County to provide regional law enforcement in service training needs at the Williamson County Firing Range for a term of two (2) years from the date of execution.

24. Discuss, consider, and take appropriate action on approval of purchase for Learning Management System to Client and Business Training Library, LLC ("BizLibrary"), in the amount of, Forty-Five thousand dollars ($45,000.00), and authorizing the execution of the agreement.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Fiber Optic Cabling Expansion under RFP# 23RFP111. The Funding Source is ARPA , 445P FIBER IMPROVEMENT, 445A, TASK 2.1

26. Discuss, consider and take appropriate action on approving agreement #2023284 between Black Forest Georgetown Hotel, LLC dba Sheraton Austin Georgetown Hotel and Conference Center and Williamson County for venue and catering services in the amount of $16,500.00, and authorizing execution of the agreement.

27. Discuss, consider, and take action on the Williamson County Regional Animal Shelter recieving the No Kill Excellence Award from Best Friends Animal Society.

28. Discuss, consider, and take appropriate action on renewing Contract #1978 for Custodian and Sanitation Supplies and Services, renewal option period #3, with McLemore Building Maintenance, for the same pricing, terms and conditions as the existing contract with the exception of an added location of 519 Pine per the attached pricing documentation for the term of January 1, 2024 - December 31, 2024.

29. Discuss, consider and take appropriate action on accepting a report from the Waco Roof Co, LLC Change Order No. 5 for the Central Texas Treatment Center (CTTC) Winter Storm Repairs project (P565) for a time extension of 120 days. Funding Source is P565.

30. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, Austin White Lime Company, Ltd. (the Assignor), and Lhoist North American, Inc. (the Assignee) in relation to IFB #22IFB144 Hydrated Lime Slurry, awarded on October 25, 2022 and authorizing the execution of the Consent to Assignment.

31. Discuss, consider, and take appropriate action on approving agreement #2023274 for Heavy Equipment Operator Safety Class, between Randy Praag d/b/a Training Texas Group and Williamson County in the not-to-exceed amount of Forty-Eight Thousand Eight Hundred Twenty-Five Dollars ($48,825.00), exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [personal or professional service] and authorizing the execution of this agreement

32. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $80,881.00 to expire September 19, 2024 under Williamson County Contract for Engineering Services between B2Z Engineering LLC and Williamson County dated May 31, 2022 for Hot Mix Asphalt Concrete (HMAC) Widening on CR 200. Funding source: 01.0200.0210.004100.

33. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $49,030.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated June 14, 2022 for County Road 404 Pavement Rehab. Funding source: 01.0200.0210.004100.

34. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire July 31, 2025 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories LLC and Williamson County dated December 20, 2022 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

REGULAR AGENDA

35. Hear an update regarding the Unify data-sharing hub between 9-1-1 dispatch centers in the region.

36. Discuss, consider and take appropriate action on authorizing the County Judge to sign a letter requesting reimbursement from the Central Texas Regional Mobility Authority (CTRMA) for right-of-way purchased by Williamson County that is being used for the 183A extension.

37. Discuss, consider, and take appropriate action on a policy exception for a new hire for Risk Management.

38. Discuss, consider and take appropriate action approving the engagement of the Law Office of David A Harris PLLC to provide legal representation to Williamson County and the Judges of the Williamson County Courts at Law and Williamson County District Courts; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

39. Discuss, consider, and take appropriate action on the procurement of Property/Casualty & Workers' Compensation Insurance through Broker of Record McGriff Insurance Services under RFP #22RFP79 for a total amount of up to $4,520,398.41 for the term October 1, 2023 through October 1, 2024.

40. Discuss, consider and take appropriate action to set a fee of $10 for the County Clerk Records Archive Fee.

41. 10:00AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2023-2024.

42. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archives for 2023-2024.

43. Discuss, consider and take appropriate action on the FY24 Records Archive Fund budget, Fund 0384.

44. Discuss, consider and take appropriate action on the FY 2023/2024 Budget Order.

45. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2022-2023 to balance the county budget for 2023-2024.

46. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2022-2023 budget within individual funds.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$324.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	324.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$9,013.02
	0546.0000.367404	Animal Shelter Donations	$62,449.48
	0546.0000.367440	Jane's Fund Donations	$10,078.00
	0546.0000.367443	Heart Worm Trmt Donations	$760.00
	0546.0000.367445	SIT Team Donations	$423.00
	0546.0000.367447	Animal Transport Donations	$957.14
	0546.0000.367448	Kitten Care Donations	$2,648.00
	0546.0000.370150	Sales of Pet Care Products	$1,693.54

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0546.003510	Purchases for Resale	$1,886.73
	0546.0546.003670	Use of Donations	$69,573.45
	0546.0546.004100	Professional Services	$11,227.65
	0546.0546.004105	Foster Home Care	$2,950.07
	0546.0546.004231	Travel	$1,066.33
	0546.0546.004232	Training	$471.25
	0546.0546.004975	Animal Medical Care	$846.70

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	100.0000.370502	SCAAP FUNDS	$24,530.30

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.003312	Justice Benefits	$24,530.30

53. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	$116,760.46

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.004510	Facility Maintenance & Repairs	$135,000.00

55.

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$141,418.73

56. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures in Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	$141,418.73

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003318	Janitorial Supplies	$1,200.00
To	0100.0576.003307	Pharmaceuticals	$1,200.00

58. Discuss, consider and take appropriate action for approval of the 2024 Family Eldercare Contract.

59. Discuss, consider, and take appropriate action on approving quote and service agreement #2023281 between Williamson County and Data Projections, Inc. for an Audio Video (AV) System Upgrade at the Emergency Services Operations Center (ESOC) for a total of $353,347.88 pursuant to TIPS contract #230105, and authorizing the execution of the quote and service agreement. Funding Source is P603.

60. Discuss, consider, and take appropriate action on awarding RFP #23RFP93 Justice Complex Improvements to the highest scoring firm, QA Construction Services, Inc in the amount of Five Hundred Fifty-Eight Thousand, Sixty Dollars ($558,060.00) based on the initial Pre-Construction phase and proposed Construction Budget and authorize the execution of the contract. The funding source is P476.

61. Discuss consider and take appropriate action regarding the allocation of Long Range Planning funds in the Road & Bridge Division and General Budgets.

62. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of ($1,016,961.92) for Project T3346 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (James Construction Group) P: 463 Funding Source: Road Bond.

63. Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc. for the Bar W Ranch Phase 7 subdivision – Precinct 2.

64. Discuss, consider and take appropriate action on a real estate contract with GB Farms, LLC for 1.234 acres needed as right of way on the CR 255 project (Parcel 50). Funding Source: TANS P588

65. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.039 acres and 0.041 acres) required for the construction of Hero Way. (Charles and Patricia Hoskins/ Parcel 331 & 331E) Funding Source: Road Bonds P326

66. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.809 acres and 0.789 acres) required for the construction of Hero Way. (Charles and Terry Hoskins/ Parcel 329 & 329E) Funding Source: Road Bonds P326

67. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and Liberty Hill Independent School District regarding the design and construction of additional turn lanes on the CR 258 expansion project. Funding Source: Road Bonds P277

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)."

68. 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: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
n) Discuss acquisition of right of way for Corridor E.
o) Discuss acquisition of right of way for Liberty Hill Bypass.
p) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.
s) Discuss acquisition of right of way for Corridor J.

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) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

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

69. 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 World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble

70. 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 vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al.,MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. 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
3. 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
4. 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
5. 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
6. 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
7. 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
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R

d. Claims:

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

71. 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).

72. 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).

73. 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)

74. Discuss and take appropriate action concerning economic development.

75. Discuss and take appropriate action concerning real estate.

76. 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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3. 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
4. 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
5. 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
6. 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
7. 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
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
9. 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
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13. 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
14. 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
15. 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
16. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R

d. Claims:

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

77. 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.

78. Comments from Commissioners.

79. 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 22nd day of September 2023 at 4:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 09/26/2023

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #1.

Background

We currently have $55,100 in autopsy bills for August and another $34,800 for September totaling $89,900 to finish out the year. In addition, we are short in the transport line. This transfer will cover both.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0451-004212	JP#1/Postage	$7,500
TO	0100-0451-004192	JP#1/Autopsy Transport	$7,500
FROM	0100-0409-004998	NonDept/Contingencies	$100,000
TO	0100-0451-004190	JP#1/Autopsies	$100,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2023 08:13 AM
Form Started By: Ashlie Holladay		Started On: 09/18/2023 03:14 PM
Final Approval Date: 09/19/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/26/2023

JP4 Line Item Transfer

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct 4.

Background

JP4 is requesting a line item transfer necessary to fund the Autopsies, Med Inquests line item for the remainder of FY23. We need to move funds to pay invoices and to cover unanticipated elevated costs of conducting an upcoming inquest hearing scheduled for September 27 and 28, and an additional on-call rotation at the end of the month.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004192	Transportation/Autopsies	$42,000.00
From	0100.0454.004002	Jurors, Grand Jurors, Jury Com	$8,000.00
From	0100.0454.004141	Interpreters	$3,000.00
From	0100.0454.004350	Printed Materials & Binding	$2,000.00
To	0100.0454.004190	Autopsies, Med Inquests	$55,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2023 10:18 AM
Budget Office	Saira Hernandez	09/21/2023 11:48 AM
Form Started By: Veronica Bolander		Started On: 09/19/2023 07:58 AM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/26/2023

Line Item Transfer

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for printing services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$1,170.90
To	0100.0509.004350	Printing Services	$1,170.90

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/18/2023 11:58 AM
Budget Office	Saira Hernandez	09/18/2023 01:36 PM
Form Started By: Gina Wrehsnig		Started On: 09/18/2023 08:20 AM
Final Approval Date: 09/18/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/26/2023

Line Item Transfer for Facilities Department

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is necessary to cover the rental of a chiller for the Justice Center pending delivery of the replacement chiller. An attempt is being made to recover this loss thru insurance and is still pending.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004711	Tax Appraisal District	$121,120.28
To	0100.0509.004620	Furniture/Equip. Rental	$121,120.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:26 AM
Form Started By: Julie Kiley		Started On: 09/20/2023 03:28 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/26/2023

Line Item Transfers of $500 or Less FY23 Q4

Submitted For: Ganae Hempe **Submitted By:** Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during July - September 2023 (FY23 4th quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY23 Q4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:25 AM
Form Started By: Nancy Schiller		Started On: 09/20/2023 02:20 PM
Final Approval Date: 09/21/2023		

FY23 LIT's Equal to or Less Than $500 - 4th QTR

Dept	*From/To*	*Line #*					*Amount*
J.P. PRECINCT 1	From	01	0100	0451	004212	$	500.00
	To	01	0100	0451	004141	$	500.00
J.P. PRECINCT 3	From	01	0100	0453	003901	$	400.00
	To	01	0100	0453	003900	$	400.00
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	003311	$	50.00
	To	01	0100	0661	004231	$	50.00
MAGISTRATE OFFICE	From	01	0100	0477	003100	$	500.00
	To	01	0100	0477	003006	$	500.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004100	$	400.00
	To	01	0100	0591	004141	$	400.00
CONSTABLE PRECINCT 2	From	01	0100	0552	004999	$	30.00
	To	01	0100	0552	003900	$	30.00
J.P. PRECINCT 4	From	01	0100	0454	004141	$	439.99
	To	01	0100	0454	003005	$	439.99
WC RADIO COMMUNICATION SYSTEM	From	01	0507	0507	004545	$	500.00
	To	01	0507	0507	003301	$	500.00
DISTRICT ATTORNEY	From	01	0100	0440	003011	$	150.00
	To	01	0100	0440	003030	$	150.00
EMS	From	01	0100	0540	005730	$	450.00
	To	01	0100	0540	005741	$	450.00
COUNTY JAIL	From	01	0100	0570	005003	$	436.00
	To	01	0100	0570	004350	$	436.00
CONSTABLE PRECINCT 3	From	01	0100	0553	004999	$	100.00
	To	01	0100	0553	003901	$	100.00
WIRELESS COMMUNICATION	From	01	0100	0587	004548	$	500.00
	To	01	0100	0587	003901	$	500.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	$	150.00
	To	01	0100	0428	003900	$	150.00
PARKS DEPARTMENT	From	01	0100	0510	004999	$	203.80
	To	01	0100	0510	001110	$	165.43
	To	01	0100	0510	002010	$	12.66
	To	01	0100	0510	002020	$	25.71

VETERAN SERVICES	From	01	0100	0405	003900	$	350.00
	To	01	0100	0405	004705	$	350.00
COUNTY JAIL	From	01	0100	0570	003200	$	300.00
	To	01	0100	0570	003107	$	300.00
425TH DISTRICT COURT	From	01	0100	0441	004212	$	21.69
	To	01	0100	0441	004999	$	21.69
J.P. PRECINCT 3	From	01	0100	0453	003901	$	500.00
	To	01	0100	0453	003100	$	500.00
VETERAN SERVICES	From	010	0100	0405	003900	$	89.00
	To	01	0100	0405	004350	$	89.00
CONSTABLE PRECINCT 4	From	01	0100	0554	003102	$	298.91
	To	01	0100	0554	003004	$	166.40
	To	01	0100	0554	003003	$	132.51
COMMISSIONER PCT 4	From	01	0100	0214	004231	$	115.00
	To	01	0100	0214	003010	$	115.00
WIRELESS COMMUNICATION	From	01	0100	0587	003003	$	500.00
	To	01	0100	0587	003001	$	500.00
JUVENILE SERVICES	From	01	0100	0576	003900	$	500.00
	To	01	0100	0576	004718	$	500.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005200	$	500.00
	To	01	0200	0210	004705	$	500.00
COMMISSIONER PCT 1	From	01	0100	0211	004999	$	300.00
	From	01	0100	0211	003011	$	107.83
	To	01	0100	0211	004232	$	407.83
ANIMAL SERVICES DONATIONS	From	01	0546	0546	003670	$	104.99
	To	01	0546	0546	001110	$	85.23
	To	01	0546	0546	002010	$	6.52
	To	01	0546	0546	002020	$	13.24
WMSN CTY BUILDINGS	From	01	0100	0509	003105	$	400.00
	To	01	0100	0509	003319	$	400.00
WMSN CTY BUILDINGS	From	01	0100	0509	005700	$	105.00
	To	01	0100	0509	004100	$	105.00
DISTRICT COURTs	From	01	0100	0435	003120	$	500.00
	To	01	0100	0435	003006	$	500.00

COUNTY ATTORNEY	From	01	0100	0475	003003	$	178.50
	To	01	0100	0475	003311	$	178.50
J.P. PRECINCT 3	To	01	0100	0453	003901	$	500.00
	To	01	0100	0453	003100	$	500.00
INFRASTRUCTURE DEPT	From	01	0100	0215	004350	$	500.00
	To	01	0100	0215	003301	$	500.00
ANIMAL SERVICES	From	01	0545	0545	003319	$	40.00
	To	01	0545	0545	004231	$	40.00
WMSN CTY BUILDINGS	From	01	0100	0509	005700	$	200.00
	To	01	0100	0509	004705	$	200.00
J.P. PRECINCT 4	From	01	0100	0454	004141	$	423.34
	To	01	0100	0454	003005	$	423.34
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	003010	$	110.00
	To	01	0100	0583	004999	$	110.00
COMMISSIONER PCT 4	From	01	0100	0214	004231	$	240.00
	To	01	0100	0214	004210	$	240.00
ELECTIONS	From	01	0100	0492	004251	$	40.00
	To	01	0100	0492	004410	$	40.00
COMMISSIONERS COURT	From	01	0100	0401	003900	$	155.00
	To	01	0100	0401	004210	$	155.00
COUNTY SHERIFF	From	01	0100	0560	003010	$	350.00
	To	01	0100	0560	003005	$	350.00
INFRASTRUCTURE DEPT	From	01	0100	0215	004212	$	24.00
	To	01	0100	0215	003900	$	24.00
COUNTY ATTORNEY	From	01	0100	0475	004350	$	261.35
	To	01	0100	0475	003901	$	261.35
FLEET MAINTENANCE	From	01	0882	0882	003522	$	199.63
	To	01	0882	0882	004543	$	199.63
NON-DEPARTMENTAL	From	01	0100	0409	004998	$	200.00
	To	01	0100	0409	003010	$	200.00
COUNTY COURT AT LAW 1	From	01	0100	0426	004999	$	75.00
	To	01	0100	0426	003900	$	75.00

WMSN CTY BUILDINGS	From	01	0100	0509	003105	$	100.00
	To	01	0100	0509	003010	$	100.00
CONSTABLE PRECINCT 2	From	01	0100	0552	004548	$	175.00
	To	01	0100	0552	004999	$	175.00
COUNTY JAIL	From	01	0100	0570	004548	$	250.00
	To	01	0100	0570	003010	$	250.00
J.P. PRECINCT 1	From	01	0100	0451	004999	$	346.00
	To	01	0100	0451	004141	$	346.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	$	63.00
	To	01	0100	0427	004212	$	63.00
WIRELESS COMMUNICATION	From	01	0100	0587	004999	$	40.00
	To	01	0100	0587	003102	$	40.00
PARKS DEPARTMENT	From	01	0100	0510	004999	$	121.00
	To	01	0100	0510	004410	$	121.00
WIRELESS COMMUNICATION	From	01	0100	0587	004999	$	100.00
	To	01	0100	0587	003102	$	100.00
WMSN CTY BUILDINGS	From	01	0100	0509	005700	$	433.19
	To	01	0100	0509	003005	$	433.19
EMERGENCY MANAGEMENT	From	01	0100	0541	004999	$	22.00
	From	01	0100	0541	003900	$	22.00
COUNTY JAIL	From	01	0100	0570	003005	$	250.00
	To	01	0100	0570	004350	$	250.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	$	200.00
	To	01	0100	0428	004100	$	200.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	003110	$	500.00
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	003010	$	137.90
	To	01	0100	0499	004410	$	137.90
MAGISTRATE OFFICE	From	01	0100	0477	003100	$	7.50
	To	01	0100	0477	003900	$	7.50
COMMISSIONER PCT 4	From	01	0100	0214	004231	$	431.00
	To	01	0100	0214	003005	$	431.00

COUNTY TREASURER	From	01	0100	0497	004350	$	207.85
	To	01	0100	0497	003100	$	207.85
J.P. PRECINCT 3	From	01	0100	0453	003901	$	400.00
	To	01	0100	0453	003100	$	400.00
DISTRICT ATTORNEY	From	01	0100	0440	003120	$	500.00
	To	01	0100	0440	003301	$	500.00
COUNTY JAIL	From	01	0100	0570	004548	$	450.00
	To	01	0100	0570	004705	$	450.00
WMSN CTY BUILDINGS	From	01	0100	0509	005700	$	59.99
	To	01	0100	0509	003010	$	59.99
JUVENILE SERVICES	From	01	0100	0576	004102	$	300.00
	To	01	0100	0576	004350	$	300.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	$	63.00
	To	01	0100	0427	004212	$	63.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004999	$	358.01
	To	01	0100	0591	004141	$	358.01
UNIFIED ROAD SYSTEM	From	01	0200	0210	005741	$	500.00
	To	01	0200	0210	004231	$	500.00
COUNTY AUDITOR	From	01	0100	0495	003005	$	403.00
	To	01	0100	0495	003006	$	403.00
COMMISSIONER PCT 4	From	01	0100	0214	004231	$	155.00
	To	01	0100	0214	004232	$	155.00
BUDGET OFFICE	From	01	0100	0491	004999	$	5.00
	To	01	0100	0491	004212	$	5.00
DISTRICT COURTS	From	01	0100	0435	004167	$	500.00
	To	01	0100	0435	004999	$	500.00
WMSN CTY BUILDINGS	From	01	0100	0509	003105	$	400.00
	To	01	0100	0509	003905	$	400.00
COUNTY ATTORNEY	From	01	0100	0475	003100	$	137.43
	To	01	0100	0475	003006	$	137.43
26th DISTRICT COURT	From	01	0100	0436	004999	$	150.00
	To	01	0100	0436	003005	$	150.00
COUNTY JAIL	From	01	0100	0570	003001	$	130.00

	To	01	0100	0570	003100	$	130.00
VETERAN SERVICES	From	01	0100	0405	003900	$	36.00
	From	01	0100	0405	004705	$	122.00
	To	01	0100	0405	004231	$	158.00
EMS	From	01	0100	0540	003307	$	500.00
	To	01	0100	0540	003110	$	500.00
J.P. PRECINCT 4	From	01	0100	0454	004141	$	439.99
	To	01	0100	0454	003005	$	439.99
EXTENSION SERVICE	From	01	0100	0665	003100	$	421.96
	To	01	0100	0665	003005	$	421.96
COUNTY COURT AT LAW 5	From	01	0100	0430	003100	$	65.98
	To	01	0100	0430	003010	$	65.98
EMERGENCY MANAGEMENT	From	01	0100	0541	004999	$	143.99
	To	01	0100	0541	004111	$	143.99
COUNTY CLERK	From	01	0100	0404	003006	$	301.00
	To	01	0100	0404	004350	$	301.00
COUNTY JUDGE	From	01	0100	0400	004350	$	340.00
	To	01	0100	0400	003006	$	340.00
COMMISSIONER PCT 3	From	01	0100	0213	004999	$	289.00
	From	01	0100	0213	004410	$	32.60
	To	01	0100	0213	001125	$	321.60
	From	01	0100	0213	004350	$	61.30
	To	01	0100	0213	002020	$	49.98
	To	01	0100	0213	002010	$	11.32
	From	01	0100	0213	003100	$	13.28
	To	01	0100	0213	002010	$	13.28
EMS	From	01	0100	0540	003307	$	172.47
	To	01	0100	0540	001109	$	140.00
	To	01	0100	0540	002010	$	10.71
	To	01	0100	0540	002020	$	21.76
HAZ-MAT	From	01	0100	0542	004999	$	92.40
	To	01	0100	0542	001110	$	75.00
	To	01	0100	0542	002010	$	5.74
	To	01	0100	0542	002020	$	11.66
DISTRICT ATTORNEY	From	01	0100	0440	003006	$	500.00
	To	01	0100	0440	003901	$	500.00

Commissioners Court - Regular Session **8.**

Meeting Date: 09/26/2023

Property Tax Refunds – Over 2500 – Thru 09/21/2023

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/21/2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

081823-092123 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:51 AM
Form Started By: Renee Clark		Started On: 09/21/2023 09:47 AM
Final Approval Date: 09/21/2023		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: September 21, 2023

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list, which includes these property tax refunds, for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of September 21, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	09/18/2023	98985	MARIA MENDOZA	R495162 - Overpayment	-3,807.80
Total Refunds Payable - Taxpayers					-3,807.80
TOTAL					**-3,807.80**

Commissioners Court - Regular Session **9.**

Meeting Date: 09/26/2023

County Attorney August 2023 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 August 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/18/2023 11:57 AM
Form Started By: Stephanie Lloyd		Started On: 09/18/2023 07:50 AM
Final Approval Date: 09/18/2023		

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 August, 2023.

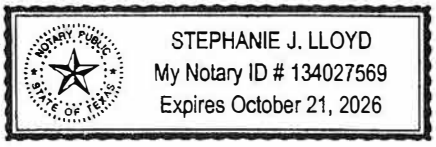
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 18th day of September, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	03-Aug-2023	33114	2022-2921	$ 217.62
					2022-4178	$ 756.08
			04-Aug-2023	33122	2021-2049; 2022-3384; 2022-4118	$ 180.00
			11-Aug-2023	33154	2022-3255; 2022-3836; 2022-4129; 2022-4442	$ 240.00
			18-Aug-2023	33182	CASE #2022-1987, 2022-3750	$ 300.00
			23-Aug-2023	33170-C	CORRECTION REC 33170 16AUG23	$ 180.00
			24-Aug-2023	33200	2019-3832	$ 2,565.00
					2022-4509	$ 300.00
					2023-0197	$ 60.00
					2023-0276	$ 60.00
			31-Aug-2023	33227	2019-6397; 2021-1364; 2021-3524; 2022-1534; 2022-3829; 2022-4018	$ 1,669.00
		CO ATTY 1	10-Aug-2023	33148	2021-2775, 2022-4226, 2022-4816	$ 1,330.00
207015 Total						**$ 7,857.70**
341300	0406	CO ATTY HC FEES 1	03-Aug-2023	33114	HOT CHECKS FEES - JULY 2023	$ 15.02
341300 Total						**$ 15.02**
341905	0100	CO ATTY	16-Aug-2023	33170	2021-1582; 2022-4422; 2023-0347	$ 180.00
			25-Aug-2023	33170-C	CORRECTION 33170 23AUG23	($ 180.00)
341905 Total						**$ .00**
351000	0364	CO ATTY INTERVENTION	10-Aug-2023	33107-C	#2022-4675	$ 500.00
				33148	2022-3165, 2022-4129, 2022-4442, 2022-4568, 2022-4970	$ 2,080.00
			11-Aug-2023	33154	2021-1582; 2022-3255; 2022-3532; 2022-4422; 2022-4521; 2022-5028	$ 2,860.00
			14-Aug-2023	33159	2020-1434	$ 500.00
			17-Aug-2023	33176	CASE #2021-2461; 2021-2805; 2022-1987; 2022-4337	$ 1,860.00
			18-Aug-2023	33182	CASE #2021-1375, 2021-1472, 2022-2313, 2022-3750, 2022-3827, 2022-4118, 2022-4343, 2023-0197	$ 3,720.00
			22-Aug-2023	33191	REC 2021-1360	$ 500.00
			24-Aug-2023	33200	2021-1364, 2022-1743, 2023-1285	$ 1,080.00
			28-Aug-2023	33207	AUGUST 25, 2023 CASE#2022-1484; 2022-1767; 2022-1880; 2022-2197; 2022-2877; 2022-3444; 2022-3569; 2022-4678; 2022-5052	$ 3,940.00
			30-Aug-2023	33220	REC 2022-1534; 2022-2616; 2022-3783; 2022-3836; 2022-4012; 2022-4743; 2022-4851; 2023-1346	$ 3,720.00
		CO ATTY INTERVENTION 1	08-Aug-2023	33133	2021-0098, 2021-2775, 2022-3345, 2022-3384, 2022-4464	$ 2,220.00
		CO ATTY INTERVENTION 2	08-Aug-2023	33133	2021-4188	$ 500.00
		CO ATTY INTERVENTION 3	03-Aug-2023	33114	2021-2049, 2022-3582, 2023-0045, 2023-0367, 2023-1297	$ 2,360.00
351000 Total						**$ 25,840.00**
370500	0100	CO ATTY	21-Aug-2023	33186	2023-637-PIA	$ 7.00
370500 Total						**$ 7.00**
Grand Total						**$ 33,719.72**

Criminal Restitution August 2023

Date	Payor	Amount	Case #	Deposit Date
7/31/2023	Sandra Janelle Harris	$ 217.62	2022-2921	8/1/2023
7/27/2023	Nicholas James Luna	$ 756.08	2022-4178	8/1/2023
		$ 973.70		
Date	Payor	Amount	Case #	Deposit Date
8/1/2023	Zechariah Evan White	$ 60.00	2021-2049	8/3/2023
8/2/2023	Jhonathan Rafael DeOliveira	$ 60.00	2022-3384	8/3/2023
8/2/2023	Arisbeth Diaz	$ 60.00	2022-4118	8/3/2023
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
8/3/2023	Nathan Earl Blevins	$ 180.00	2021-2775	8/8/2023
8/4/2023	Tesa Rae Rutherford	$ 1,100.00	2022-4226	8/8/2023
8/3/2023	Miguel Angel Esparza	$ 50.00	2022-4816	8/8/2023
		$ 1,330.00		
Date	Payor	Amount	Case #	Deposit Date
8/9/2023	Diandra Lynn Marquez	$ 60.00	2022-3255	8/10/2023
8/9/2023	Nancy Marie Laspina	$ 60.00	2022-3836	8/10/2023
8/8/2023	John Thomas Gonzalez	$ 60.00	2022-4129	8/10/2023
8/8/2023	Mikaela Denae Baeza	$ 60.00	2022-4442	8/10/2023
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
8/10/2023	Salvador Rodriguez	$ 60.00	2021-1582	8/15/2023
8/10/2023	Mark Anthony Charon	$ 60.00	2022-4422	8/15/2023
8/13/2023	Geri Lou Rasmussen	$ 60.00	2023-0347	8/15/2023
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
8/15/2023	Jose Martin Garza	$ 60.00	2022-1987	8/17/2023
8/15/2023	Derek Edmond Tuckner	$ 240.00	2022-3750	8/17/2023
		$ 300.00		
Date	Payor	Amount	Case #	Deposit Date
8/18/2023	Kim Marie Lacuesta Fletcher	$ 2,565.00	2019-3832	8/22/2023
8/18/2023	Jaime Alfonso Lopez Rangel	$ 300.00	2022-4509	8/22/2023
8/17/2023	Christina Eckhardt	$ 60.00	2023-0197	8/22/2023
8/18/2023	Rodrigo Novoa Rojas	$ 60.00	2023-0276	8/22/2023
		$ 2,985.00		
Date	Payor	Amount	Case #	Deposit Date
8/25/2023	Alberto Cavazos	$ 110.00	2019-6397	8/29/2023
8/25/2023	Jessica Lynn Dotson	$ 60.00	2021-1364	8/29/2023
8/24/2023	Romel Alexander Diaz-George	$ 500.00	2021-3524	8/29/2023
8/28/2023	Yohan Oh	$ 60.00	2022-1534	8/29/2023
8/28/2023	David Michael Miller	$ 60.00	2022-3829	8/29/2023
8/28/2023	Ana Murelo Morales	$ 879.00	2022-4018	8/29/2023
		$ 1,669.00		

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	0.00	15.00	0.00	0.00	15.00
CHKRETOVER	Overpayment (Retained by County)	0.00	0.02	0.00	0.00	0.02

	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
Disbursement Summary Totals	0.00	15.02	0.00	0.00	15.02

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
23-00036	Lindsey, Kimberly (PID #: 449269)	CHKFEE	0.00	15.00	0.00	0.00	15.00
		CHKRETOVER	0.00	0.02	0.00	0.00	0.02
Totals:			**0.00**	**15.02**	**0.00**	**0.00**	**15.02**

PTI Fees August 2023

date	payor	amount	control #	deposit date
7/29/2023	Fabian Mireles	$ 500.00	2022-4675	7/31/2023
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/1/2023	Zechariah Evan White	$ 500.00	2021-2049	8/2/2023
8/1/2023	Waseem Ali Abdelfattah	$ 500.00	2022-3582	8/2/2023
7/31/2023	Kelecia Thompson	$ 360.00	2023-0045	8/2/2023
8/1/2023	Stanley Steinhour	$ 500.00	2023-0367	8/2/2023
7/31/2023	Stephanie Jo Johnson	$ 500.00	2023-1297	8/2/2023
		$ 2,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/3/2023	Zaida Johanna Diaz-Erazo	$ 500.00	2021-0098	8/4/2023
8/3/2023	Nathan Earl Blevins	$ 360.00	2021-2775	8/4/2023
8/3/2023	Matthew S Meredith	$ 500.00	2022-3345	8/4/2023
8/2/2023	Jhonathan Rafael DeOliveira	$ 360.00	2022-3384	8/4/2023
8/3/2023	Richard Edwards Aguirre Bandera	$ 500.00	2022-4464	8/4/2023
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/4/2023	Delmy Yolani Peraza Lopez	$ 500.00	2021-4188	8/7/2023
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/8/2023	Adriana Cantu	$ 360.00	2022-3165	8/9/2023
8/8/2023	John Thomas Gonzalez	$ 360.00	2022-4129	8/9/2023
8/8/2023	Mikaela Denae Baeza	$ 500.00	2022-4442	8/9/2023
8/7/2023	Mert Mustafa Akinc	$ 360.00	2022-4568	8/9/2023
8/7/2023	Michelle Jane Salvetti	$ 500.00	2022-4970	8/9/2023
		$ 2,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/10/2023	Salvador Rodriguez	$ 500.00	2021-1582	8/11/2023
8/9/2023	Diandra Lynn Marquez	$ 500.00	2022-3255	8/11/2023
8/10/2023	Magnolia Louis Tremblay	$ 500.00	2022-3532	8/11/2023
8/10/2023	Mark Anthony Charon	$ 500.00	2022-4422	8/11/2023
8/9/2023	Sayfullah Aly	$ 360.00	2022-4521	8/11/2023
8/9/2023	Dianne Waggoner	$ 500.00	2022-5028	8/11/2023
		$ 2,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/11/2023	Elijah Garcia	$ 500.00	2020-1434	8/14/2023

		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/15/2023	Chelsea Brianna Espinoza	$ 500.00	2021-2461	8/16/2023
8/15/2023	Stephanie M Reveles	$ 500.00	2021-2805	8/16/2023
8/15/2023	Jose Martin Garza	$ 360.00	2022-1987	8/16/2023
8/14/2023	Andrew Jackson Spell	$ 500.00	2022-4337	8/16/2023
		$ 1,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/16/2023	Jared Broderick Bench	$ 360.00	2021-1375	8/18/2023
8/17/2023	Gabriel Adrian Trejo-Campuzano	$ 500.00	2021-1472	8/18/2023
8/16/2023	Antonio Jimenez Fraga	$ 500.00	2022-2313	8/18/2023
8/16/2023	Derek Edmond Tuckner	$ 360.00	2022-3750	8/18/2023
8/16/2023	Robert Bourne Jackens, II	$ 500.00	2022-3827	8/18/2023
8/17/2023	Arisbeth Diaz	$ 500.00	2022-4118	8/18/2023
8/17/2023	Ryan Patrick Pianesi	$ 500.00	2022-4343	8/18/2023
8/17/2023	Christina Eckhardt	$ 500.00	2023-0197	8/18/2023
		$ 3,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/19/2023	Rachel La-Rey Garcia	$ 500.00	2021-1360	8/21/2023
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/21/2023	Jessica Lynn Dotson	$ 360.00	2021-1364	8/23/2023
8/22/2023	Leila Nicole Brown	$ 360.00	2022-1743	8/23/2023
8/21/2023	Andrew Stewart Patton	$ 360.00	2023-1285	8/23/2023
		$ 1,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
8/24/2023	Zzyzx Jason Dale	$ 360.00	2022-1484	8/25/2023
8/23/2023	Mykaela Nicole Jackson	$ 360.00	2022-1767	8/25/2023
8/23/2023	Alejandro Juarez-Hernandez	$ 500.00	2022-1880	8/25/2023
8/23/2023	Jake Benjamin Doremus	$ 360.00	2022-2197	8/25/2023
8/23/2023	Sarah Ashley Hurlbut	$ 500.00	2022-2877	8/25/2023
8/23/2023	Ethan Ryan Robledo	$ 360.00	2022-3444	8/25/2023
8/24/2023	Michele Marie Stephan	$ 500.00	2022-3569	8/25/2023
8/23/2023	Diego Andrese Gonsalvez	$ 500.00	2022-4678	8/25/2023
8/24/2023	William Lee Whitaker	$ 500.00	2022-5052	8/25/2023
		$ 3,940.00		
date	**payor**	**amount**	**control #**	**deposit date**

8/29/2023	Yohan Oh	$ 500.00	2022-1534	8/30/2023
8/29/2023	Timothy James Helfer	$ 360.00	2022-2616	8/30/2023
8/29/2023	Rubenia Castillo-Arauz	$ 500.00	2022-3783	8/30/2023
8/29/2023	Nancy Marie Laspina	$ 500.00	2022-3836	8/30/2023
8/29/2023	Ryan Matthew Rasmussen	$ 500.00	2022-4012	8/30/2023
8/29/2023	John Maurice Stennett	$ 500.00	2022-4743	8/30/2023
8/28/2023	Nicolas Castro-Jaimes	$ 360.00	2022-4851	8/30/2023
8/29/2023	Trey Nicholas Terna	$ 500.00	2023-1346	8/30/2023
		$ 3,720.00		

PIA Fees August 2023

8/15/2023	Stephanie Burgess	$ 7.00	2023-637-PIA	8/16/2023	$ 7.00	$ 7.00

Commissioners Court - Regular Session **10.**

Meeting Date: 09/26/2023

TIRZ Reappointment

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Kelsey Stone and Cynthia Long to the City of Leander TIRZ/Development Authority boards for two-year terms beginning November 1, 2023 and ending on October 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 11:27 AM
Form Started By: Kathy Pierce		Started On: 09/19/2023 01:48 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/26/2023

Deputy Appointment for Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on confirming the appointment of Hector L. Rivera and Anthony M. Mayberry as a Pct 1 Deputy Constables for Williamson County pursuant to Texas Local Government Code 86.011.

Background

Hector L. Rivera has been selected to fill the open position of Deputy Constable after having successfully completed an extensive background investigation and interview process. Mr. Rivera is currently a licensed Texas Peace Officer and holds a Master Peace Officer certification from the Texas Commission on Law Enforcement. He served for 18 years with the Austin Police Department with his last assignment as the Sgt. over the Child Abuse Investigations. He is a US Army Veteran and resident of Round Rock.

Anthony Mayberry has been selected to fill the open position of Deputy Constable after having successfully completed an extensive background investigation and interview process. Mr. Mayberry is currently a licensed Texas Peace Officer and holds a Master Peace Officer certification from the Texas Commission on Law Enforcement. He is honorably retired from the Leander Police Department. He is U.S. Navy veteran and resident of Georgetown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:43 PM
Form Started By: Patrick Youngren		Started On: 09/15/2023 10:15 AM
Final Approval Date: 09/15/2023		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/26/2023

Twin Lakes Drainage Easement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Floodplain Drainage Easement between Williamson County, Texas, as Grantor, and the City of Cedar Park, as Grantee, relating to the Twin Lakes Park.

Background

The purpose of the easement is to establish the boundary of the City of Cedar Park Atlas 14 100-year floodplain required as a part of a Subdivision Plat. The easement is being provided in relation to Section 3.03.008(c)(3) of the Floodplain Management regulations of the City of Cedar Park Code of Ordinances.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Twin Lakes Drainage Easement - City of Cedar Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 11:29 AM
Form Started By: Hal Hawes		Started On: 09/18/2023 04:31 PM
Final Approval Date: 09/20/2023		

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

FLOODPLAIN DRAINAGE EASEMENT

Date:	**September 26, 2023**
Grantor:	**WILLIAMSON COUNTY,** by and through their agreements with the **STATE OF TEXAS PARKS AND WILDLIFE,** **AND** **STATE OF TEXAS DEPARTMENT OF TRANSPORTATION**
Grantor's Address:	PO BOX 15426 AUSTIN, TRAVIS COUNTY, TEXAS 78761-5426
Grantee:	**CITY OF CEDAR PARK**, a Texas home-rule municipal corporation situated in the counties of Travis, and Williamson
Grantee's Address:	450 Cypress Creek, Bldg. 1 Cedar Park, Texas 78613
Easement Tract:	All that parcel of land situated in Williamson County, Texas, described in the attached **Exhibit A**
Easement Duration:	Perpetual
Easement Purpose:	To operate, use, monitor, and inspect the Facilities
Facilities:	Floodplain drainage areas which convey and receive the flow of storm-water in the 100-year floodplain as established from time to time by the City's Drainage Criteria Manual or successor manual
Permitted Encumbrances:	Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Except as allowed by City permit, any permanent or temporary fence, the addition of any fill, or any structure which obstructs the flow of storm-water in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the Grantee a non-exclusive easement in, over, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the Grantee under this instrument for the Easement Purpose as determined by the Grantee in its reasonable discretion, (iii) any and all rights and appurtenances pertaining to use of the Easement Tract, and (iv) the right, but not the obligation, to maintain the Easement Tract (collectively, the "**Easement**").

While the Grantee has the right to maintain the Easement Tract, it shall be Grantor's obligation to maintain the Easement Tract in accordance with the standards set forth in the City of Cedar Park Code of Ordinances and all other applicable law.

TO HAVE AND TO HOLD the Easement to the Grantee and Grantee's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the Grantee under this Easement for the Easement Purpose as determined by Grantee in its reasonable discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *Grantee* includes *Grantee's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

Grantor:

Williamson County, Texas

By: _____
Name: Bill Gravell, Jr.
Title: County Judge

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned notary, on this day personally appeared Bill Gravell, Jr., acting as Williamson COuty Judge on behalf of Williamson County, Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on September 26, 2023.

[Seal]

_____
Notary Public, State of Texas

ACCEPTED:
CITY OF CEDAR PARK, TEXAS

_____
Randall Lueders, Director of Engineering & Capital Projects
After recording, please return to: City of Cedar Park Engineering Department, ATTN: Emily Truman, 450 Cypress Creek Road, Bldg. 1, Cedar Park, Texas 78613.

STATE OF TEXAS
COUNTY OF WILLIAMSON

April 2023

EXHIBIT
22.532 ACRES
DRAINAGE EASEMENT SURVEY

These notes describe certain tract of land situated in the **S. DAMON SURVEY, A- 170**, located in the City of Cedar Park in Williamson County, Texas being a part of and out a called "789.508 Acres" (residue) as conveyed to the State of Texas and Highways and Public Transportation dated 8-26-1988 and recorded in Volume 1723, Page 855, Official Records Williamson County (ORWC) and also a part of and out a called "50.00 Acres" as described in a Transfer of Jurisdiction Agreement from Texas Department of Transportation to Texas Parks and Wildlife dated 04-05-1994 as recorded in Volume 2519, Page 613, ORWC, being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of April 2023, and being more fully described as follows:

BEGINNING at a calculated point (NORTH = 10,152,710.51 feet, EAST =3,092,510.51 feet) in the North line of said "50.00 Acres", same being the apparent South line of a called "6.281 Acres" as conveyed to Williamson county as recorded in Document No. 2007068920 of the Official Public Records of Williamson county (OPRWC)

THENCE over and across said "789.508 Acres" (residue) and "50.00 Acres" as follows:

- **South 36° 55' 55" West** **16.73 feet** to a calculated point,
- **South 25° 40' 56" West** **64.74 feet** to a calculated point,
- **South 05° 43' 47" West** **30.91 feet** to a calculated point,
- **South 23° 53' 34" East** **98.69 feet** to a calculated point,
- **South 14° 24' 59" West** **54.27 feet** to a calculated point,
- **South 27° 13' 26" West** **48.23 feet** to a calculated point,
- **South 47° 56' 59" West** **53.59 feet** to a calculated point,
- **South 51° 49' 23" West** **23.72 feet** to a calculated point,
- **South 11° 38' 31" West** **48.42 feet** to a calculated point,
- **South 49° 47' 00" East** **29.09 feet** to a calculated point,
- **South 04° 48' 33" East** **14.13 feet** to a calculated point,
- **South 86° 33' 36" West** **35.25 feet** to a calculated point,
- **South 07° 46' 57" West** **133.73 feet** to a calculated point,
- **South 01° 19' 31" East** **65.10 feet** to a calculated point,
- **South 13° 09' 13" West** **261.35 feet** to a calculated point,
- **South 43° 14' 42" East** **21.62 feet** to a calculated point,
- **South 55° 52' 56" West** **32.06 feet** to a calculated point,
- **South 23° 11' 37" West** **55.12 feet** to a calculated point,

- **South 47° 42' 27" West** **77.70 feet** to a calculated point,
- **South 03° 20' 19" West** **171.37 feet** to a calculated point,
- **South 28° 34' 38" West** **75.77 feet** to a calculated point,
- **South 65° 36' 43" West** **31.35 feet** to a calculated point,
- **North 88° 22' 48" West** **34.95 feet** to a calculated point,
- **North 51° 45' 01" West** **126.54 feet** to a calculated point,
- **North 84° 56' 31" West** **27.47 feet** to a calculated point,
- **South 66° 26' 31" West** **69.77 feet** to a calculated point,
- **South 18° 21' 36" West** **22.98 feet** to a calculated point,
- **South 69° 56' 09" West** **23.18 feet** to a calculated point,
- **North 48° 31' 02" West** **12.65 feet** to a calculated point,
- **South 71° 26' 17" West** **17.54 feet** to a calculated point,
- **North 33° 40' 39" West** **19.78 feet** to a calculated point,
- **South 74° 21' 07" West** **9.68 feet** to a calculated point,
- **South 02° 41' 12" East** **14.61 feet** to a calculated point,
- **South 23° 30' 23" East** **66.23 feet** to a calculated point,
- **South 66° 26' 22" West** **75.12 feet** to a calculated point,
- **South 53° 50' 44" West** **46.58 feet** to a calculated point,
- **South 01° 15' 44" East** **31.70 feet** to a calculated point,
- **South 51° 26' 07" East** **58.70 feet** to a calculated point,
- **South 76° 13' 05" East** **44.76 feet** to a calculated point,
- **North 60° 22' 17" East** **22.23 feet** to a calculated point,
- **South 82° 07' 24" East** **72.40 feet** to a calculated point,
- **South 54° 18' 49" East** **28.84 feet** to a calculated point,
- **South 77° 51' 48" East** **74.48 feet** to a calculated point,
- **South 50° 52' 22" East** **85.84 feet** to a calculated point,
- **South 57° 29' 40" East** **171.23 feet** to a calculated point,
- **South 27° 16' 38" East** **24.02 feet** to a calculated point,
- **South 63° 41' 36" East** **45.33 feet** to a calculated point,
- **South 10° 11' 35" East** **121.99 feet** to a calculated point,
- **South 14° 52' 04" West** **67.85 feet** to a calculated point,
- **South 30° 31' 11" West** **96.20 feet** to a calculated point,
- **South 47° 28' 16" West** **35.19 feet** to a calculated point,
- **South 33° 55' 22" West** **81.97 feet** to a calculated point,
- **South 13° 45' 30" East** **50.78 feet** to a calculated point,
- **South 68° 24' 24" East** **56.56 feet** to a calculated point,
- **South 39° 49' 30" West** **30.58 feet** to a calculated point and
- **North 66° 46' 53" West** **63.03 feet** to a calculated point in the North line of a called "6.177 Acres" as conveyed in a Reversionary Deed from the State of Texas to The Texas Parks and Wildlife Department dated 09-26-2012 as recorded in Document No. 2012082085' OPRWC, same being a line of aforementioned "50.00 Acres";

THENCE North 22° 17' 27" West with the common line of said "6.177 Acres", 789.508 Acres and "50.00 Acres" a distance of **243.52 feet** to a calculated point;

THENCE continuing over and across said "789.508 Acres" (residue) and "50.00 Acres" as follows:

- **North 21° 34' 26" East** **82.65 feet** to a calculated point,
- **North 60° 28' 22" West** **26.40 feet** to a calculated point,
- **North 35° 28' 17" West** **31.09 feet** to a calculated point,
- **North 87° 10' 16" West** **20.99 feet** to a calculated point and
- **South 64° 59' 05" West** **14.87 feet** to a calculated point in the aforementioned common line of said "6.177 Acres", 789.508 Acres and "50.00 Acres";

THENCE North 22° 17' 27" West with said common line a distance of **8.83 feet** to a calculated point;

THENCE continuing over and across said "789.508 Acres" (residue) and "50.00 Acres" as follows:

- **North 01° 00' 04" West** **10.46 feet** to a calculated point,
- **North 37° 45' 39" West** **7.01 feet** to a calculated point,
- **North 80° 16' 48" West** **2.28 feet** to a calculated point to a calculated point in the aforementioned common line of said "6.177 Acres", 789.508 Acres and "50.00 Acres";

THENCE North 22° 17' 27" West with said common line a distance of **111.76 feet** to a found ½" iron rod (aluminum cap) at the Northeast corner of said "6.177 Acres";

THENCE South 67° 05' 11" West, continuing with said common line of said "6.177 Acres", 789.508 Acres and "50.00 Acres" a distance of **185.30 feet** to a calculated point; for reference a found ½" iron rod (aluminum cap) at the Northwest corner of said "6.177 Acres" bears South 67° 05' 11" West a distance of 114.60 feet;

THENCE continuing over and across said "789.508 Acres" (residue) and "50.00 Acres" as follows:

- **North 58° 34' 26" West** **45.86 feet** to a calculated point,
- **South 87° 26' 10" West** **20.12 feet** to a calculated point,
- **North 07° 25' 00" West** **19.49 feet** to a calculated point,
- **North 59° 24' 15" West** **23.07 feet** to a calculated point,
- **South 50° 15' 10" West** **15.84 feet** to a calculated point,
- **North 50° 16' 54" West** **112.18 feet** to a calculated point,
- **North 29° 38' 53" West** **317.71 feet** to a calculated point,
- **North 06° 58' 48" East** **407.74 feet** to a calculated point,
- **North 21° 58' 49" West** **5.84 feet** to a calculated point,
- **North 87° 20' 35" East** **10.10 feet** to a calculated point,
- **North 23° 34' 35" West** **14.68 feet** to a calculated point,
- **North 47° 48' 30" East** **26.56 feet** to a calculated point,

- **North 72° 15' 48" East** **4.15 feet** to a calculated point,
- **North 88° 10' 02" East** **10.01 feet** to a calculated point,
- **North 54° 48' 53" East** **35.72 feet** to a calculated point,
- **North 16° 21' 24" East** **18.27 feet** to a calculated point,
- **North 81° 19' 10" East** **41.58 feet** to a calculated point,
- **North 22° 30' 54" East** **18.02 feet** to a calculated point,
- **North 50° 22' 34" East** **48.58 feet** to a calculated point,
- **South 12° 43' 29" East** **26.64 feet** to a calculated point,
- **North 68° 03' 25" East** **41.12 feet** to a calculated point,
- **North 26° 59' 57" East** **20.64 feet** to a calculated point,
- **North 57° 19' 27" West** **124.75 feet** to a calculated point,
- **North 45° 08' 05" East** **42.13 feet** to a calculated point,
- **South 50° 19' 23" East** **48.16 feet** to a calculated point,
- **North 31° 20' 57" East** **33.11 feet** to a calculated point,
- **South 55° 18' 42" East** **141.71 feet** to a calculated point,
- **South 19° 21' 37" West** **36.43 feet** to a calculated point,
- **South 64° 53' 42" East** **82.26 feet** to a calculated point,
- **North 40° 10' 17" East** **15.00 feet** to a calculated point,
- **North 07° 13' 36" West** **102.48 feet** to a calculated point,
- **North 54° 15' 21" East** **51.26 feet** to a calculated point,
- **South 36° 56' 55" East** **121.87 feet** to a calculated point,
- **North 75° 59' 31" East** **13.12 feet** to a calculated point,
- **North 08° 39' 07" East** **38.70 feet** to a calculated point,
- **North 12° 54' 30" West** **40.11 feet** to a calculated point,
- **North 03° 27' 43" East** **71.75 feet** to a calculated point,
- **North 35° 04' 00" West** **77.87 feet** to a calculated point,
- **North 20° 05' 25" West** **40.72 feet** to a calculated point,
- **North 26° 50' 36" East** **84.90 feet** to a calculated point,
- **North 05° 57' 03" West** **40.82 feet** to a calculated point,
- **North 58° 44' 10" West** **82.43 feet** to a calculated point,
- **North 23° 43' 11" West** **42.01 feet** to a calculated point,
- **North 40° 52' 18" East** **43.40 feet** to a calculated point,
- **North 36° 59' 35" West** **130.16 feet** to a calculated point,
- **South 86° 04' 28" West** **142.64 feet** to a calculated point,
- **North 07° 40' 25" East** **9.58 feet** to a calculated point in the North line of said "50.00 Acres" and aforementioned "789.508 Acres (residue) and the South line of Lot 2 – Hidden Valley Estates, a dedicated plat as recorded in Cabinet "A", Slides 84 – 85, Plat Records of Williamson County; a concrete monument found at the original Southwest corner of said "50.00 Acres" bears South 82° 01' 21" west a distance of 591.99 feet;

THENCE North 81° 57' 17" East with the common lines of said "50.00 Acres", 789.508 Acres (residue), South line of Lot 2 – Hidden Valley Estates, the South line of Hidden Valley Estates – P.E.C. subdivision, a dedicated plat as recorded in Cabinet "EE", Slide 159, Plat Records of Williamson County, passing a found ½" iron rod at the Southeast terminus of Fire

Lane, a dedicated street, at 358.33 feet and continuing with the common lines of said "50.00 Acres", 789.508 Acres (residue), Hidden Valley Estates – P.E.C. subdivision (Lot 1) and a called "6.25 Acres" as conveyed to the City of Cedar Park dated 03-18-1983 as recorded in Volume 914, Page 624 of the Official Records of Williamson County, a total distance of **760.63 feet** to a calculated point at the apparent common corner of said "6.25 Acres" and a called "6.281 Acres" as conveyed to Williamson County dated 06-14-2007 as recorded in Document No. 2007068920, OPRWC;

THENCE South 83° 03' 34" East with the common lines of said "50.00 Acres", 789.508 Acres (residue) and "6.281 Acres" a distance of **94.59 feet** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **22.532 Acres**.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate

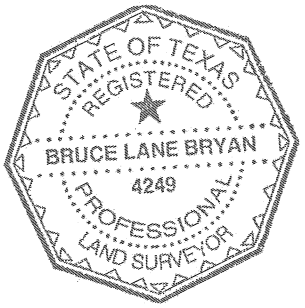
System (central zone) NAD 83 adjustment and are grid values. Attention is invited to accompanying plat for further information.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

Bryan Technical Services, Inc.

TBPLS Firm No. 10128500

911 N. Main St., Taylor, TX 76574



STATE OF TEXAS **April 2023**
COUNTY OF WILLIAMSON

EXHIBIT NO.
0.292 ACRES
DRAINAGE EASEMENT SURVEY (save and except)

These notes describe certain tract of land situated in the **S. DAMON SURVEY, A- 170**, located in the City of Cedar Park in Williamson County, Texas being a part of and out a called "789.508 Acres" (residue) as conveyed to the State of Texas and Highways and Public Transportation dated 8-26-1988 and recorded in Volume 1723, Page 855, Official Records Williamson County (ORWC) and also a part of and out a called "50.00 Acres" as described in a Transfer of Jurisdiction Agreement from Texas Department of Transportation to Texas Parks and Wildlife dated 04-05-1994 as recorded in Volume 2519, Page 613, ORWC being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of April 2023, and being more fully described as follows:

BEGINNING at a calculated point at the Northwest corner of subject tract *(NORTH = 10,152,535.52 feet, EAST =3,092,436.39 feet)* from which a found 1/2 inch iron rod with aluminum cap at the Northeast corner of a called "3.899 Acres" as conveyed in a Deed without Warranty from The City of Cedar Park to YMCA of Greater Williamson County found in Document No. 9825812, ORWC, bears North 87° 45' 46" West a distance of 1050.59 feet;

THENCE over and across said "789.508 Acres" (residue) and "50.00 Acres" as follows:

- **South 54° 21' 59" East** **10.20 feet** to a calculated point;
- **South 19° 00' 06" East** **9.73 feet** to a calculated point;
- **South 10° 17' 56" East** **23.87 feet** to a calculated point;
- **South 01° 32' 02" East** **25.11 feet** to a calculated point;
- **South 22° 51' 23" West** **23.06 feet** to a calculated point;
- **South 75° 09' 17" West** **17.50 feet** to a calculated point;
- **North 37° 07' 31" West** **20.42 feet** to a calculated point;
- **North 64° 53' 30" West** **30.08 feet** to a calculated point;
- **North 83° 16' 33" West** **100.69 feet** to a calculated point;
- **South 89° 20' 37" West** **24.00 feet** to a calculated point;
- **South 66° 25' 01" West** **14.18 feet** to a calculated point;
- **South 87° 07' 08" West** **34.13 feet** to a calculated point
- **South 85° 16' 02" West** **27.99 feet** to a calculated point;
- **North 32° 48' 27" West** **24.49 feet** to a calculated point;
- **North 32° 16' 55" East** **34.07 feet** to a calculated point;
- **North 86° 24' 21" East** **58.16 feet** to a calculated point;
- **South 81° 36' 59" East** **56.07 feet** to a calculated point;
- **South 85° 34' 31" East** **71.74 feet** to a calculated point;

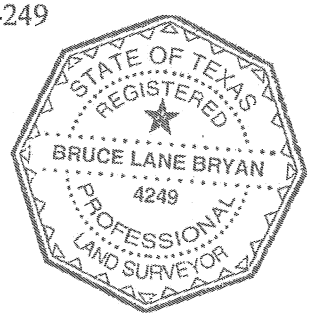
- **South 82° 11' 19" East** **17.55 feet** to a calculated point;
- **North 77° 27' 11" East** **17.22 feet** to a calculated point and

North 53° 05' 35" East **29.83 feet** to **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of 0.292 Acre of land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate

System (central zone) NAD 83 adjustment and are grid values. Attention is invited to accompanying plat for further information.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249



Bryan Technical Services, Inc.

TBPLS Firm No. 10128500

911 N. Main St., Taylor, TX 76574

STATE OF TEXAS **April 2023**
COUNTY OF WILLIAMSON

EXHIBIT
0.987 ACRES
DRAINAGE EASEMENT SURVEY

These notes describe certain tract of land situated in the **S. DAMON SURVEY, A- 170**, located in the City of Cedar Park in Williamson County, Texas being a part of and out a called "789.508 Acres" (residue) as conveyed to the State of Texas and Highways and Public Transportation dated 8-26-1988 and recorded in Volume 1723, Page 855, Official Records Williamson County (ORWC) and also a part of and out a called "6.177 Acres" as described in a Reversionary Deed from the State of Texas to the Texas Parks and Wildlife dated 09-26-2012 as recorded in Document No. 2012082085 of the Official Public Records of Williamson County (OPRWC) being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of April 2023, and being more fully described as follows:

BEGINNING at a calculated point (NORTH = 10,150,630.90 feet, EAST =3,092,181.95 feet), same being in the East line of said "6.177 Acres" and also an interior West line of a called "50.00 Acres" as described in a Transfer of Jurisdiction Agreement from Texas Department of Transportation to Texas Parks and Wildlife dated 04-05-1994 as recorded in Volume 2519, Page 613, ORWC;

THENCE over and across said "6.177 Acres" as follows:

North 66° 46' 53" West	**37.33 feet** to a calculated point,
South 21° 04' 56" West	**36.03 feet** to a calculated point,
South 58° 15' 00" West	**31.48 feet** to a calculated point,
North 89° 17' 05" West	**33.99 feet** to a calculated point,
North 10° 57' 43" East	**37.99 feet** to a calculated point,
North 53° 26' 59" West	**16.22 feet** to a calculated point,
South 71° 31' 08" West	**70.10 feet** to a calculated point,
North 49° 29' 23" West	**31.79 feet** to a calculated point and
South 78° 13' 14" West	117.17 feet to a calculated point in the West line of said "6.177 Acres";

THENCE North 22° 12' 02" West with said West line of said "6.177 Acres" a distance of **75.14 feet** to a calculated point; a ½" iron rod found (aluminum cap) at the Northwest corner of said "6.177 Acres" bears North 22° 12' 02" West a distance of 313.74 feet;

THENCE over and across said "6.177 Acres" as follows:

North 64° 19' 19" East **18.60 feet** to a calculated point,
North 52° 07' 36" East **97.11 feet** to a calculated point,
South 55° 29' 50" East **28.03 feet** to a calculated point,
North 64° 04' 42" East **86.80 feet** to a calculated point,
North 44° 38' 36" East **69.19 feet** to a calculated point,
North 21° 34' 26" East **32.66 feet** to a calculated point in the aforementioned common East line of said "6.177 Acres" with said interior West line of "50.00 Acres"; a ½" iron rod found (aluminum cap) at the Northeast corner of said "6.177 Acres" bears North 22° 12' 02" West a distance of 257.12 feet;

THENCE South 22° 17' 27" East with said common line of both tracts a distance of **243.52 feet** to **PLACE OF BEGINNING** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **0.987 Acre**.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate

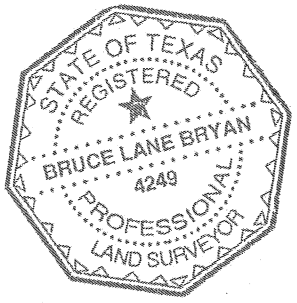
System (central zone) NAD 83 adjustment and are grid values. Attention is invited to accompanying plat for further information.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

Bryan Technical Services, Inc.

TBPLS Firm No. 10128500

911 N. Main St., Taylor, TX 76574



STATE OF TEXAS
COUNTY OF WILLIAMSON

April 2023

EXHIBIT
0.469 ACRE
DRAINAGE EASEMENT SURVEY

These notes describe certain tract of land situated in the **S. DAMON SURVEY, A- 170**, located in the City of Cedar Park in Williamson County, Texas being a part of and out a called "789.508 Acres" (residue) as conveyed to the State of Texas and Highways and Public Transportation dated 8-26-1988 and recorded in Volume 1723, Page 855, Official Records Williamson County (ORWC) and also a part of and out a called "6.177 Acres" as described in a Reversionary Deed from the State of Texas to the Texas Parks and Wildlife dated 09-26-2012 as recorded in Document No. 2012082085 of the Official Public Records of Williamson County (OPRWC) being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of April 2023, and being more fully described as follows:

BEGINNING at a calculated point (NORTH = 10,151,021.99 feet, EAST =3,091,821.37 feet) in the North line of said "6.177 Acres", same being an interior line of a called "50.00 Acres" as described in a Transfer of Jurisdiction Agreement from Texas Department of Transportation to Texas Parks and Wildlife dated 04-05-1994 as recorded in Volume 2519, Page 613, ORWC; found a 1/2 inch iron rod (aluminum cap) at the Northwest corner of said "6.177 Acres", same being an exterior corner of said "50.00 Acres", bearing South 67° 05' 19" West a distance of 114.60 feet;

THENCE North 67° 05' 11" East with said North line of "6.177 Acres", same being an interior line of said "50.00 Acres", a distance of **185.30 feet** to a found 1/2 inch iron rod (aluminum cap) at the Northeast corner of said "6.177 Acres", same being an interior corner of said "50.00 Acres";

THENCE South 22° 17' 27" East with the East line of said "6.177 Acres", same being an interior West line of said "50.00 Acres", a distance of **111.76 feet** to a calculated point at the Southeast corner of subject tract;

THENCE over and across said "6.177 Acres" as follows;

- **South 84° 34' 48" West** **28.21 feet** to a calculated point,
- **South 18° 52' 25" West** **8.74 feet** to a calculated point,
- **South 24° 01' 33" East** **14.50 feet** to a calculated point,
- **South 71° 10' 08" East** **18.03 feet** to a calculated point,
- **South 09° 46' 36" West** **47.51 feet** to a calculated point,
- **South 70° 16' 23" West** **25.29 feet** to a calculated point,
- **North 62° 25' 53" West** **122.69 feet** to a calculated point,
- **North 22° 16' 06" West** **38.71 feet** to a calculated point,
- **North 01° 10' 51" West** **13.64 feet** to a calculated point,
- **North 66° 06' 15" West** **33.14 feet** to a calculated point,
- **South 72° 27' 27" West** **16.76 feet** to a calculated point and

North 58° 34' 26" West 3.83 feet to **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **0.469 Acre.**

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate

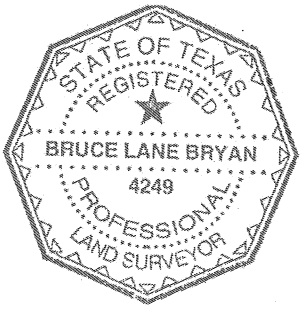
System (central zone) NAD 83 adjustment and are grid values. Attention is invited to accompanying plat for further information.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

Bryan Technical Services, Inc.

TBPLS Firm No. 10128500

911 N. Main St., Taylor, TX 76574



STATE OF TEXAS **April 2023**
COUNTY OF WILLIAMSON

EXHIBIT
0.279 ACRE
DRAINAGE EASEMENT SURVEY

These notes describe certain tract of land situated in the **S. DAMON SURVEY, A- 170**, located in the City of Cedar Park in Williamson County, Texas being a part of and out a called "1.80 Acres" as conveyed in a General Warranty Deed from John Greenwood to The Young Men's Christian Association of Greater Williamson County dated 12-31-2018 as recorded in Document No. 2019000512 of the Official Public Records of Williamson County (OPRWC) as surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of April 2023, and being more fully described as follows:

BEGINNING at a calculated point (NORTH = 10,151,487.38 feet, EAST =3,091,454.00 feet) at the Northwest corner of subject tract in the East right-of-way of South Bell Boulevard, also known U. S. Highway No. 183 (right-of-way width varies), same being the West line of said "1.80 Acres", which a found 1/2 inch iron rod at the Northwest corner of said "1.80 Acres" bears North 22° 15' 37" West a distance of 479.13 feet;

THENCE over and across said "1.80 Acres" as follows:

- **North 08° 28' 11" East** **221.03 feet** to a calculated point,
- **North 15° 37' 56" East** **110.91 feet** to a calculated point and
- **North 53° 39' 54" East** **18.70 feet** to a found ½" iron rod at a reference corner of same in its East line at the top of a bluff, this point being in an upper West interior line of a called "50.00 Acres" as described in a Transfer of Jurisdiction Agreement from Texas Department of Transportation to Texas Parks and Wildlife dated 04-05-1994 as recorded in Volume 2519, Page 613, ORWC; found a 5/8" iron rod at the Northeast corner of said "1.80 Acres" bearing North 21° 58' 49" West a distance of 223.64 feet, same being a corner of said "50.00 Acres;

THENCE South 21° 58' 49" East with said East line of "1.80 Acres" and upper West interior line of said "50.00 Acres" a distance of **5.84 feet** to a calculated point at the acclaimed Southeast corner of said "1.80 Acres";

THENCE South 06° 58' 48" West with the South line of said "1.80 Acres", generally along a line of said "50.00 Acres", a distance of **407.74 feet** to a calculated point at the Southwest corner of said "1.80 Acres" in the aforementioned East right-of-way of South Bell Boulevard, also known U. S. Highway No. 183;

THENCE North 22° 15' 37" West with the West line of said "1.80 Acres", same being the East right-of-way of South Bell Boulevard, also known U. S. Highway No. 183, passing a found ½" iron rod (capped) for reference at 27.60 feet and continuing an additional 51.96 feet for a total distance of **79.56 feet** to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of 0.279 Acre.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate

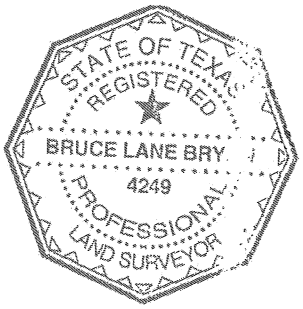
System (central zone) NAD 83 adjustment and are grid values. Attention is invited to accompanying plat for further information.

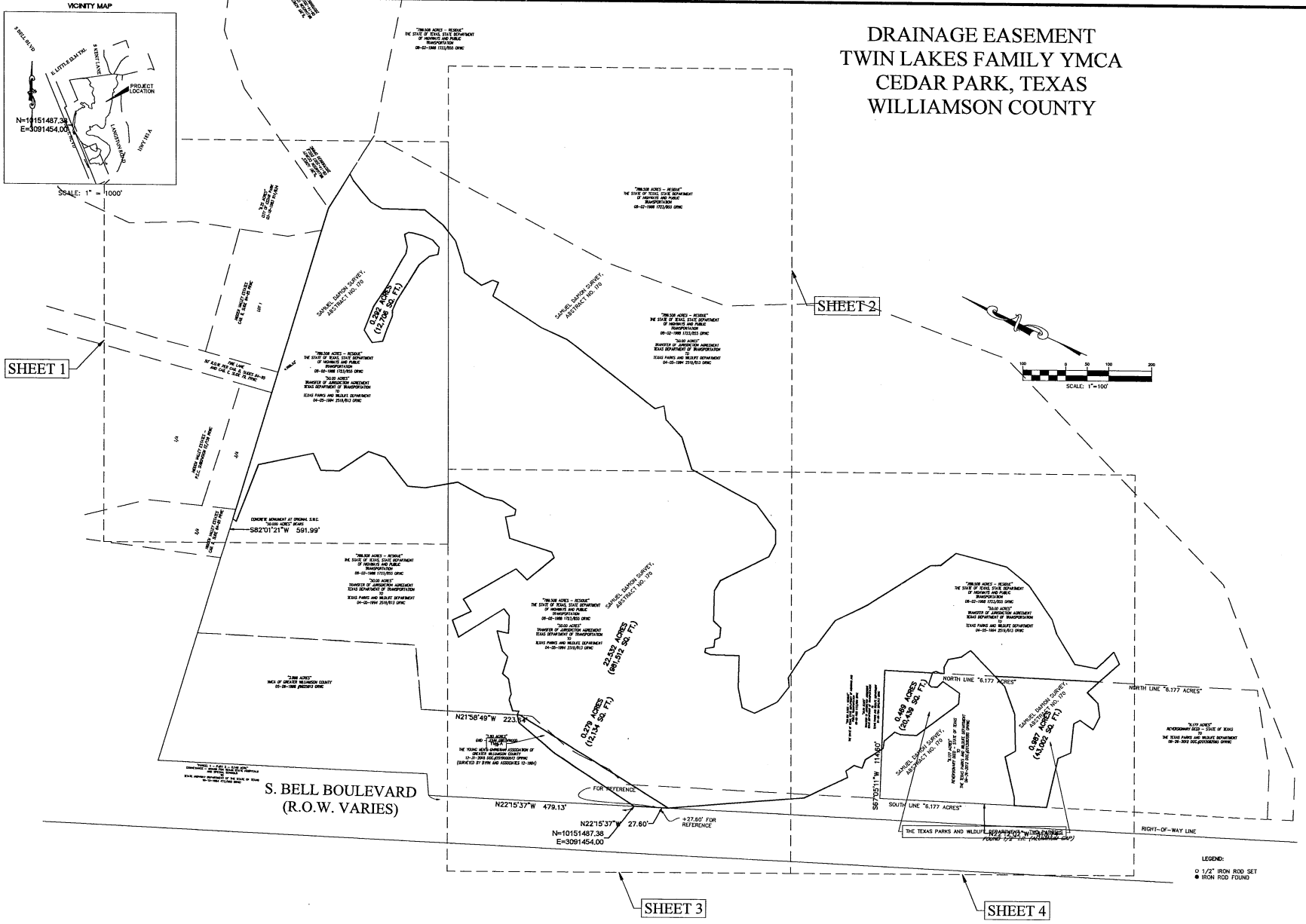
Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

Bryan Technical Services, Inc.

TBPLS Firm No. 10128500

911 N. Main St., Taylor, TX 76574





SURVEYORS NOTES:

1. THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REPORT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

3. THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0610F, EFFECTIVE DATE 12/20/2019, LOCATED IN ZONE "AE" (UNSHADED).

4. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

5. ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BTS".

6. THERE IS A METES AND BOUNDS DESCRIPTION WHICH ACCOMPANIES THIS SURVEY.

DRAINAGE EASEMENT SURVEY

24.267 (NET) ACRE TRACT OUT OF THE S. DAMON SURVEY ABSTRACT NO. 170 WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-8090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BLB
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 22-1063	DATE: May 8, 2023

Z:\AUTOCAD\ENGINEERING – HAGOOD\20-1063 YMCA CAMP CEDAR PARK\CAD FILE DRAINAGE EASEMENTS 08-2022\CAD FILE DRAINAGE EASEMENTS 08-2022 REVISED 24x14-2023\CAD FILES\20-1063 BTS DRAINAGE EASEMENT.dwg

DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY

OWNER	ACRES
TEXAS PARKS AND WILDLIFE	0.292
TEXAS PARKS AND WILDLIFE	0.469
TEXAS PARKS AND WILDLIFE	0.987
TEXAS PARKS AND WILDLIFE	22.532
SUBTOTAL TEXAS PARKS AND WILDLIFE	24.281
MINUS AREA OUTSIDE FEMA FLOOD ZONE	0.292
TOTAL TEXAS PARKS AND WILDLIFE	23.989

YMCA (GREENWOOD TRACT)	0.279

TOTAL AREA OF EASEMENT	24.267

TO: CITY OF CEDAR PARK THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
DATE

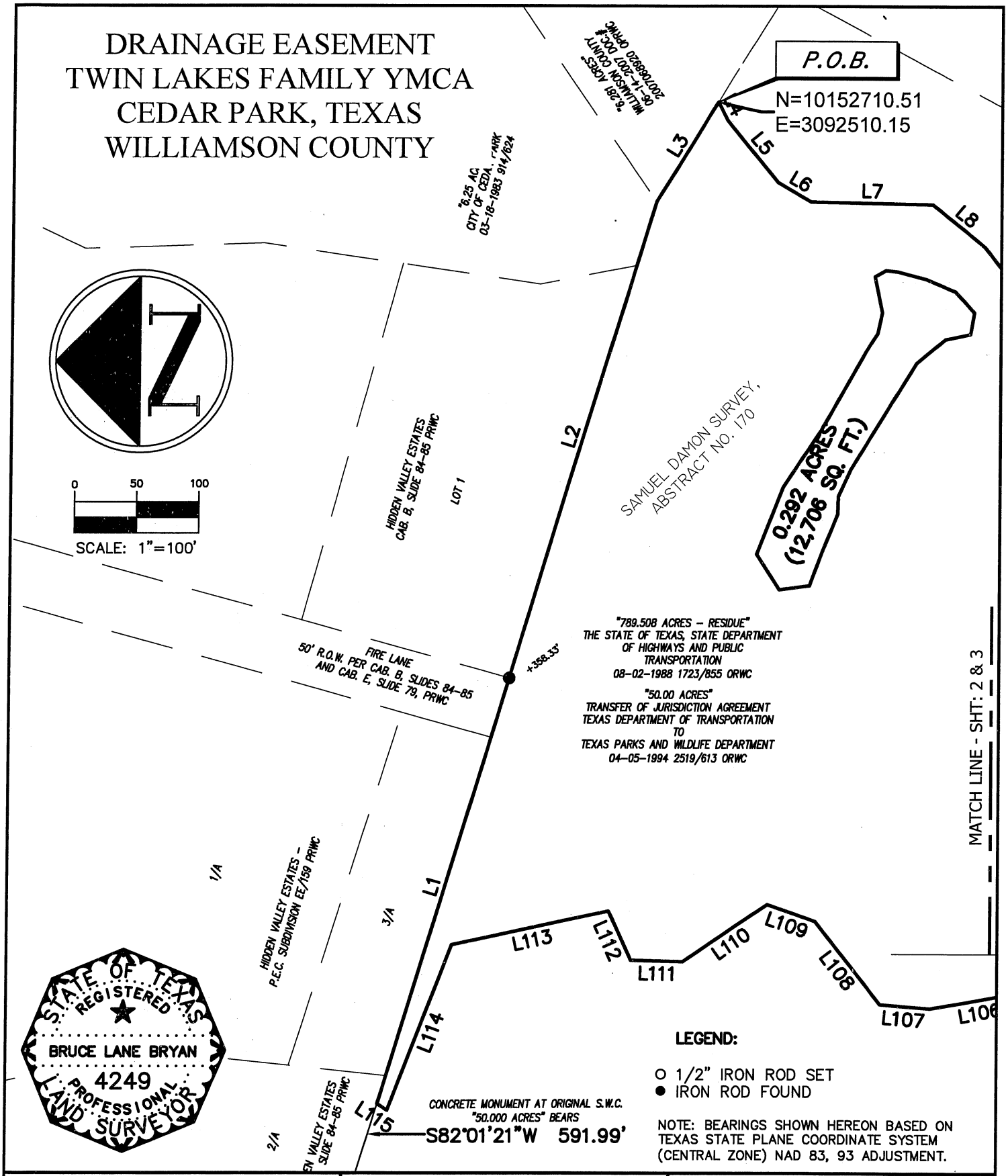
BRUCE L. BRYAN, R.P.L.S.

SHT 1 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
WILLIAMSON COUINTY

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
WWW.BRYANTECHNICALSERVICES.COM
Firm No. 10128500

DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY



STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

TO: **CITY OF CEDAR PARK** THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY **1B**, CONDITION **II** SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
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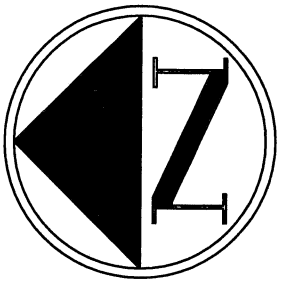
BRUCE L. BRYAN, R.P.L.S.

SHT 2 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
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DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY



"789.508 ACRES – RESIDUE"
THE STATE OF TEXAS, STATE DEPARTMENT
OF HIGHWAYS AND PUBLIC
TRANSPORTATION
08-02-1988 1723/855 ORWC

0 50 100
SCALE: 1"=100'

L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19

SAMUEL DAMON SURVEY,
ABSTRACT NO. 170

MATCH LINE - SHT: 1

"789.508 ACRES – RESIDUE"
THE STATE OF TEXAS, STATE DEPARTMENT
OF HIGHWAYS AND PUBLIC
TRANSPORTATION
08-02-1988 1723/855 ORWC

"50.00 ACRES"
TRANSFER OF JURISDICTION AGREEMENT
TEXAS DEPARTMENT OF TRANSPORTATION
TO
TEXAS PARKS AND WILDLIFE DEPARTMENT
04-05-1994 2519/613 ORWC

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

LEGEND:

O 1/2" IRON ROD SET
● IRON ROD FOUND

MATCH LINE - SHT:3

TO: CITY OF CEDAR PARK THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
DATE

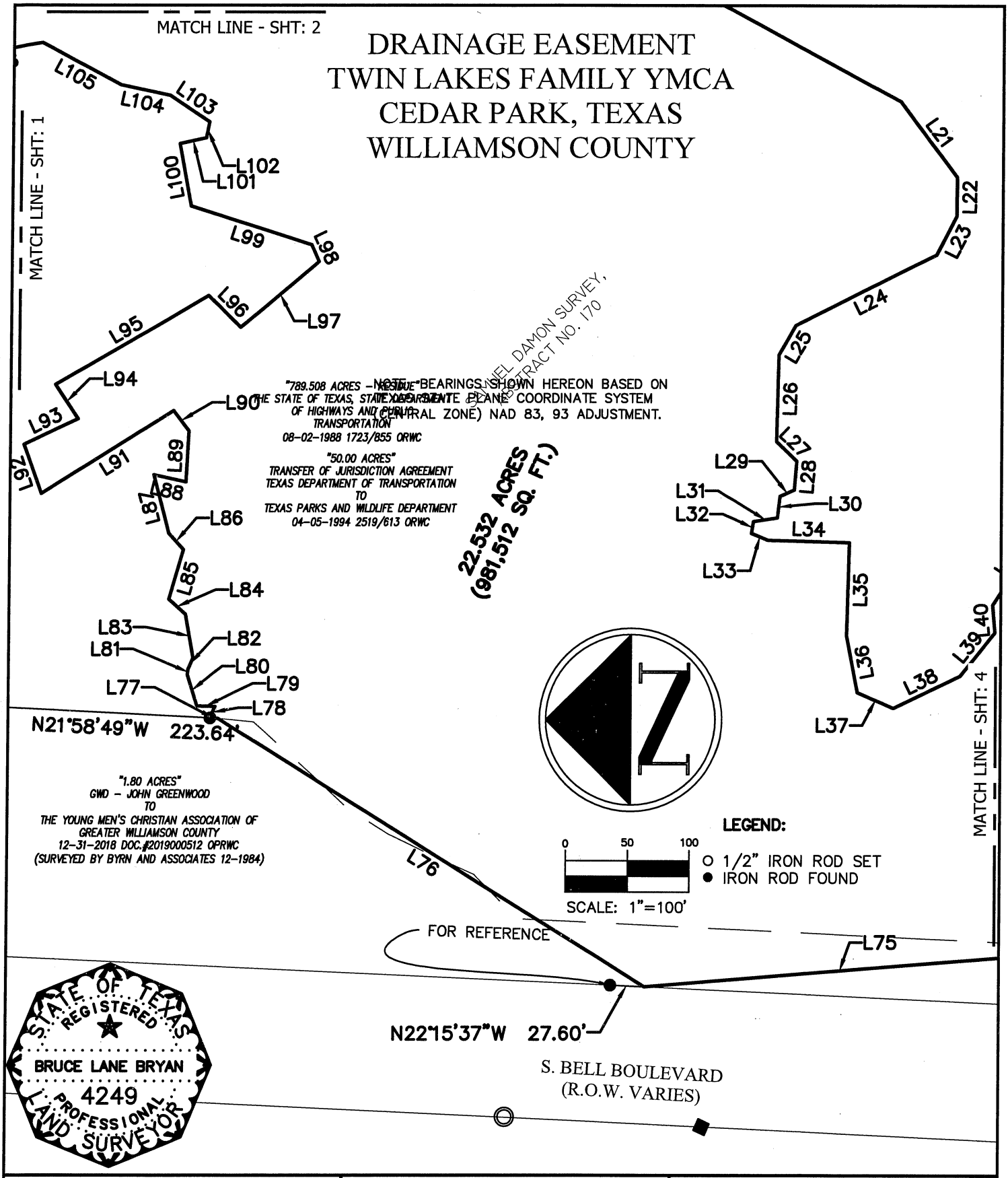
BRUCE L. BRYAN, R.P.L.S.

SHT 3 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
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DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY



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BRUCE L. BRYAN, R.P.L.S.

SHT 4 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
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MATCH LINE - SHT: 2

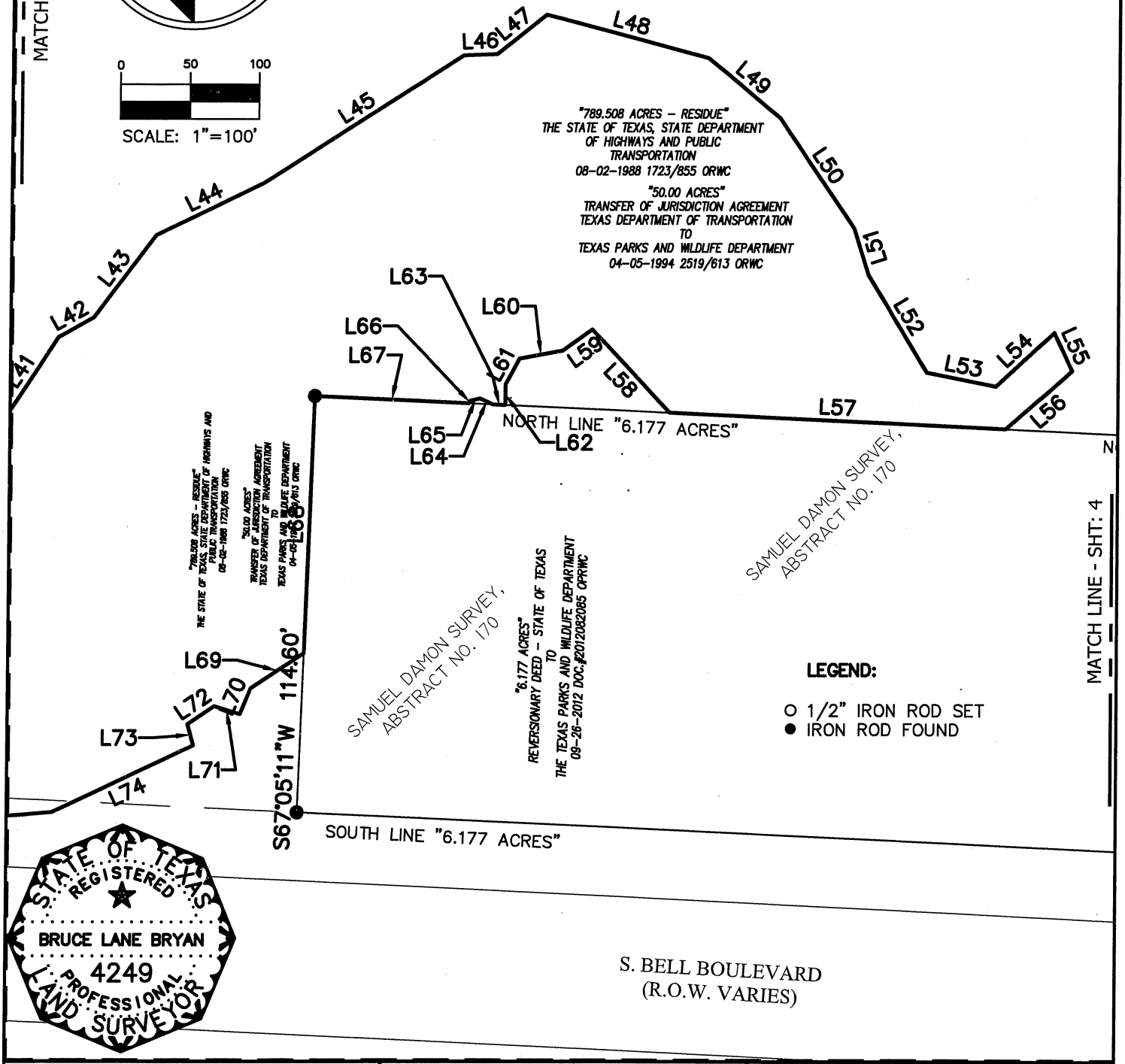
DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

MATCH LINE - SHT: 1

0 50 100

SCALE: 1"=100'



LEGEND:

- O 1/2" IRON ROD SET
- ● IRON ROD FOUND

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

TO: CITY OF CEDAR PARK THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
DATE

BRUCE L. BRYAN, R.P.L.S.

SHT 5 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
WILLIAMSON COUINTY

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DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY

LINE TABLE		
LINE	LENGTH	BEARING
L1	358.33	N81°57'17"E
L2	402.30	N81°57'17"E
L3	94.59	S83°03'34"E
L4	16.73	S36°55'55"W
L5	64.74	S25°40'56"W
L6	30.91	S05°43'47"W
L7	98.69	S23°53'34"E
L8	54.27	S14°24'59"W
L9	48.23	S27°13'26"W
L10	53.59	S47°56'59"W
L11	23.72	S51°49'23"W
L12	48.42	S11°38'31"W
L13	29.09	S49°47'00"E
L14	14.13	S04°48'33"E
L15	35.25	S86°33'36"W
L16	133.73	S07°46'57"W
L17	65.10	S01°19'31"E
L18	261.35	S13°09'13"W
L19	21.62	S43°14'42"E
L21	75.77	S28°34'38"W

LINE TABLE		
LINE	LENGTH	BEARING
L22	31.35	S65°36'43"W
L23	34.95	N88°22'48"W
L24	126.54	N51°45'01"W
L25	27.47	N84°56'31"W
L26	69.77	S66°26'31"W
L27	22.98	S18°21'36"W
L28	23.18	S69°56'09"W
L29	12.65	N48°31'02"W
L30	17.54	S71°26'17"W
L31	19.78	N33°40'39"W
L32	9.68	S74°21'07"W
L33	14.61	S02°41'12"E
L34	66.23	S23°30'23"E
L35	75.12	S66°26'22"W
L36	46.58	S53°50'44"W
L37	31.70	S01°15'44"E
L38	58.70	S51°26'07"E
L39	44.76	S76°13'05"E
L40	22.23	N60°22'17"E
L41	72.40	S82°07'24"E

LINE TABLE		
LINE	LENGTH	BEARING
L42	28.84	S54°18'49"E
L43	74.48	S77°51'47"E
L44	85.84	S50°52'22"E
L45	171.23	S57°29'40"E
L46	24.02	S27°16'38"E
L47	45.33	S63°41'36"E
L48	121.99	S10°11'35"E
L49	67.85	S14°52'04"W
L50	96.20	S30°31'11"W
L51	35.19	S47°28'16"W
L52	81.97	S33°55'22"W
L53	50.78	S13°45'30"E
L54	56.56	S68°24'24"E
L55	30.58	S39°49'30"W
L56	63.03	N66°46'53"W
L57	243.52	N22°17'27"W
L58	82.65	N21°34'26"E
L59	26.40	N60°28'22"W
L60	31.09	N35°28'17"W
L61	20.99	N87°10'16"W



TO: **CITY OF CEDAR PARK** THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY **1B**, CONDITION **II** SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
DATE

BRUCE L. BRYAN, R.P.L.S.

SHT 8 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
WIILIAMSON COUINTY

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
WWW.BRYANTECHNICALSERVICES.COM
Firm No. 10128500

DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY

LINE TABLE		
LINE	LENGTH	BEARING
L62	14.87	S64°59'05"W
L63	8.83	N22°17'27"W
L64	10.46	N01°00'04"W
L65	7.01	N37°45'39"W
L66	2.28	N80°16'48"W
L67	111.76	N22°17'27"W
L68	185.30	S67°05'11"W
L69	45.86	N58°34'26"W
L70	20.12	S87°26'10"W
L71	19.49	N07°25'00"W
L72	23.07	N59°24'15"W
L73	15.84	S50°15'10"W
L74	112.18	N50°16'54"W
L75	317.71	N29°38'53"W
L76	407.74	N06°58'48"E
L77	5.84	N21°58'49"W
L78	10.10	N87°20'35"E
L79	14.68	N23°34'35"W
L80	26.56	N47°48'30"E
L81	4.15	N72°15'48"E

LINE TABLE		
LINE	LENGTH	BEARING
L82	10.01	N88°10'02"E
L83	35.72	N54°48'53"E
L84	18.27	N16°21'24"E
L85	41.58	N81°19'10"E
L86	18.02	N22°30'54"E
L87	48.58	N50°22'34"E
L88	26.64	S12°43'29"E
L89	41.12	N68°03'25"E
L90	20.64	N26°59'57"E
L91	124.75	N57°19'27"W
L92	42.13	N45°08'05"E
L93	48.16	S50°19'23"E
L94	33.11	N31°20'57"E
L95	141.71	S55°18'42"E
L96	36.43	S19°21'37"W
L97	82.26	S64°53'42"E
L98	15.00	N40°10'17"E
L99	102.48	N07°13'36"W
L100	51.26	N54°15'21"E
L101	21.87	S36°56'55"E

LINE TABLE		
LINE	LENGTH	BEARING
L102	13.12	N75°59'31"E
L103	38.70	N08°39'07"E
L104	40.11	N12°54'30"W
L105	71.75	N03°27'43"E
L106	77.87	N35°04'00"W
L107	40.72	N20°05'25"W
L108	84.90	N26°50'36"E
L109	40.82	N05°57'03"W
L110	82.43	N58°44'10"W
L111	42.01	N23°43'11"W
L112	43.40	N40°52'18"E
L113	130.16	N36°59'35"W
L114	142.64	S86°04'28"W
L115	9.58	N07°40'25"E

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

TO: CITY OF CEDAR PARK THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
DATE

BRUCE L. BRYAN, R.P.L.S.

SHT 9 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
WIILIAMSON COUINTY

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
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Firm No. 10128500

DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY

LINE TABLE		
LINE	LENGTH	BEARING
L116	37.33	N66°46'53"W
L117	36.03	S21°04'56"W
L118	31.48	S58°15'00"W
L119	33.99	N89°17'05"W
L120	37.99	N10°57'43"E
L121	16.22	N53°26'59"W
L122	70.10	S71°31'08"W
L123	31.79	N49°29'23"W
L124	117.17	S78°13'14"W
L125	75.14	N22°12'02"W
L126	18.60	N64°19'19"E
L127	97.11	N52°07'36"E
L128	28.03	S55°29'50"E
L129	86.80	N64°04'42"E
L130	69.19	N44°38'36"E
L131	32.66	N21°34'26"E
L132	243.52	S22°17'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L133	185.30	N67°05'11"E
L134	111.76	S22°17'27"E
L135	28.21	S84°34'48"W
L136	8.74	S18°52'25"W
L137	14.50	S24°01'33"E
L138	18.03	S71°10'08"E
L139	47.51	S09°46'36"W
L140	25.29	S70°16'23"W
L141	122.69	N62°25'53"W
L142	38.71	N22°16'06"W
L143	13.64	N01°10'51"W
L144	33.14	N66°06'15"W
L149	16.76	S72°27'27"W
L150	3.83	N58°34'26"W

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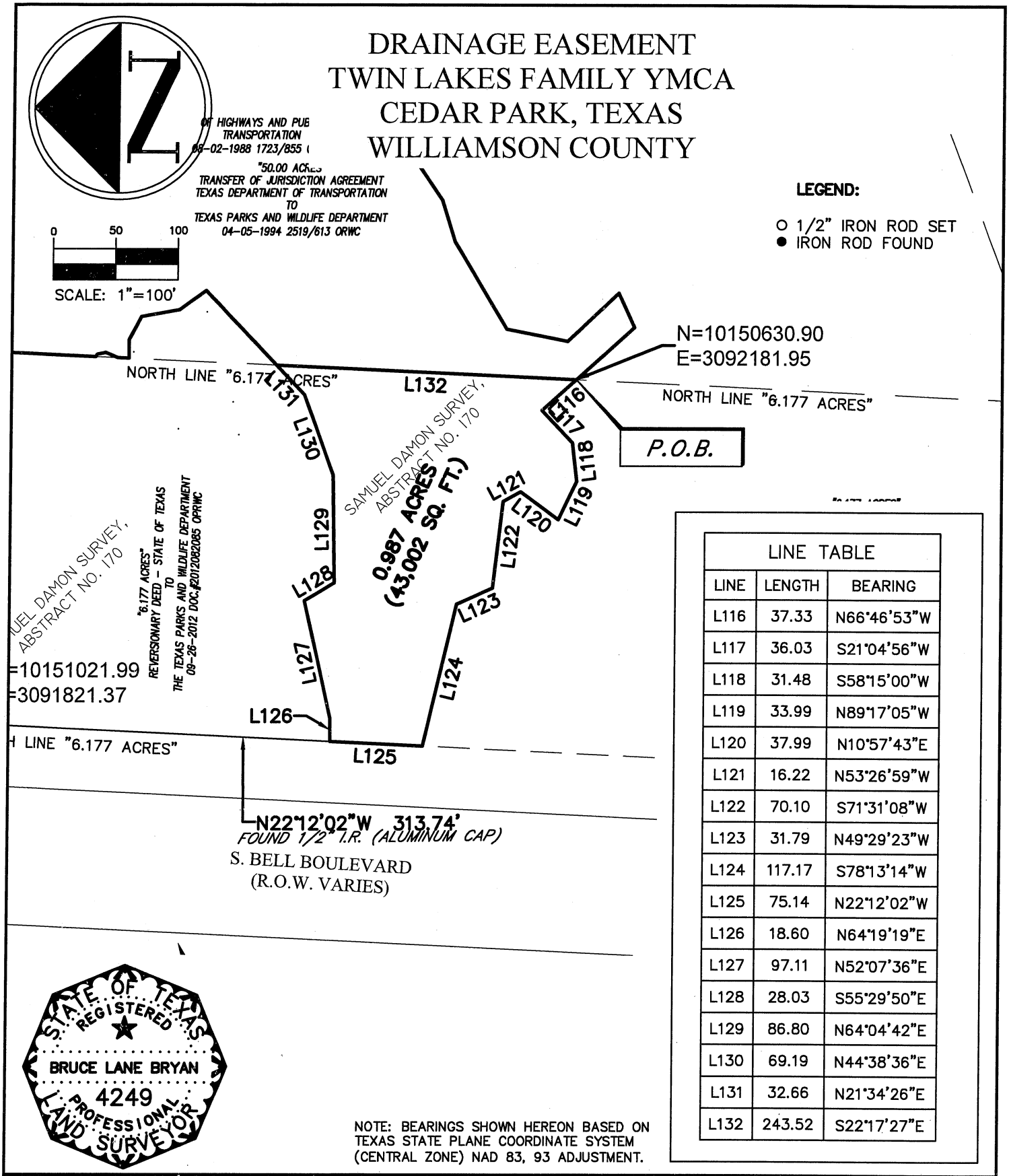
BRUCE L. BRYAN, R.P.L.S.

SHT 10 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
WILLIAMSON COUINTY

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DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY



LINE TABLE		
LINE	LENGTH	BEARING
L116	37.33	N66°46'53"W
L117	36.03	S21°04'56"W
L118	31.48	S58°15'00"W
L119	33.99	N89°17'05"W
L120	37.99	N10°57'43"E
L121	16.22	N53°26'59"W
L122	70.10	S71°31'08"W
L123	31.79	N49°29'23"W
L124	117.17	S78°13'14"W
L125	75.14	N22°12'02"W
L126	18.60	N64°19'19"E
L127	97.11	N52°07'36"E
L128	28.03	S55°29'50"E
L129	86.80	N64°04'42"E
L130	69.19	N44°38'36"E
L131	32.66	N21°34'26"E
L132	243.52	S22°17'27"E

STATE OF TEXAS
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LAND SURVEYOR

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

TO: CITY OF CEDAR PARK THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

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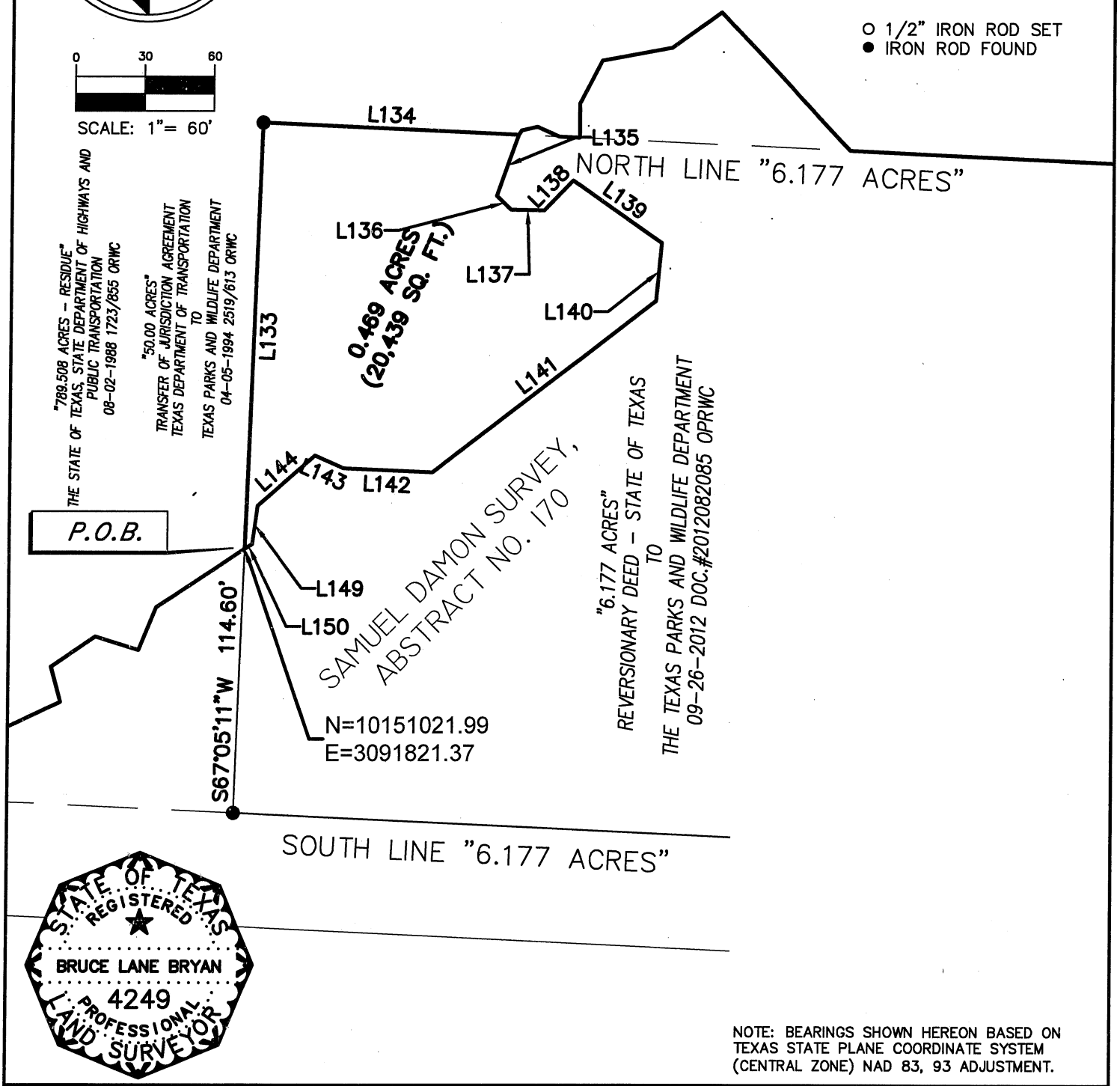
BRUCE L. BRYAN, R.P.L.S.

SHT 6 of 10

TWIN LAKES FAMILY YMCA
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August 16, 2022
DATE

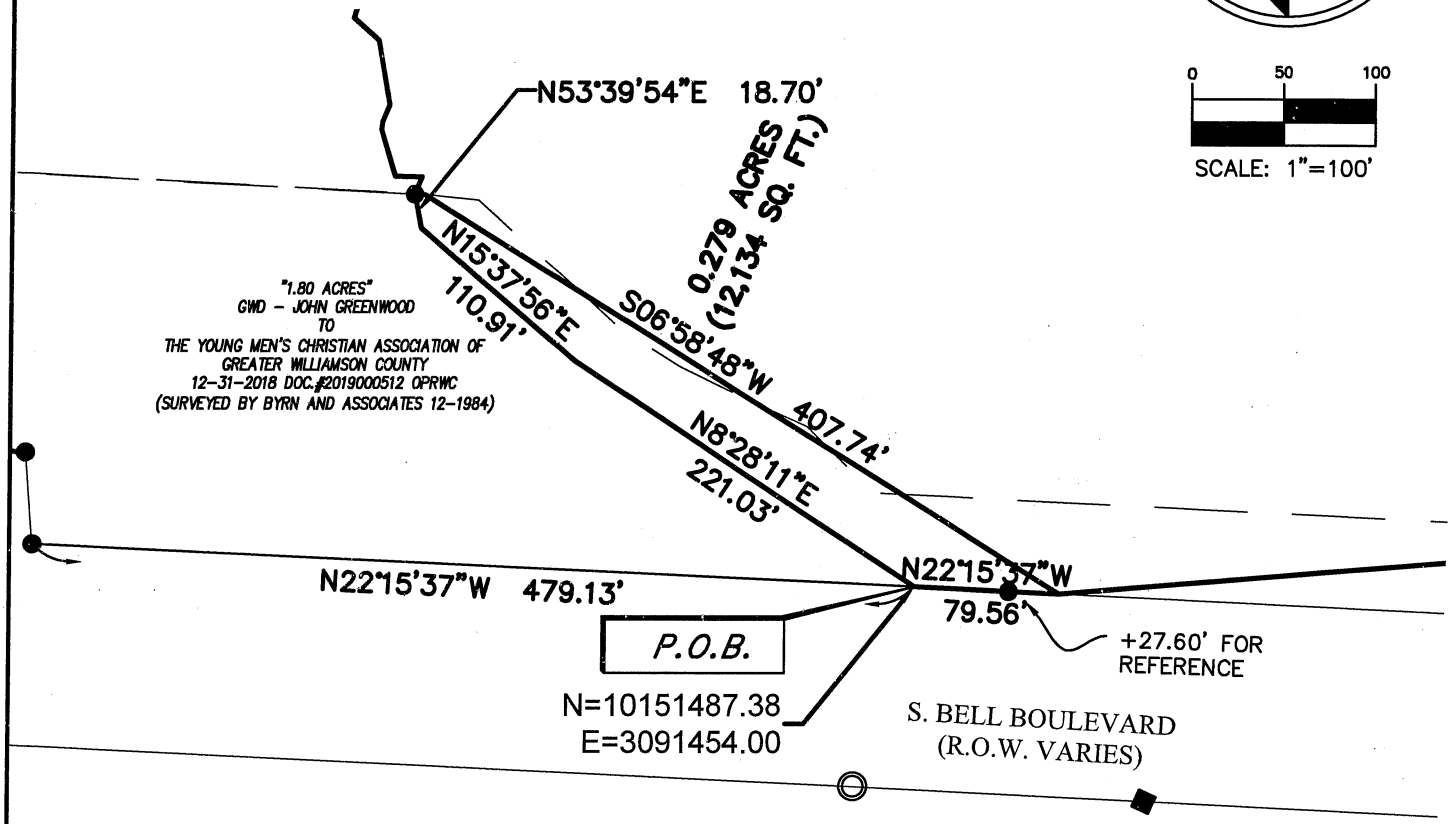
BRUCE L. BRYAN, R.P.L.S.

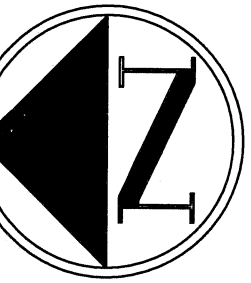
SHT 6 of 10

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Firm No. 10128500

DRAINAGE EASEMENT
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS
WILLIAMSON COUNTY





LEGEND:

○ 1/2" IRON ROD SET
● IRON ROD FOUND



NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

TO: **CITY OF CEDAR PARK** THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY **1B**, CONDITION **II** SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

May 8, 2023
DATE

BRUCE L. BRYAN, R.P.L.S.

SHT 7 of 10

TWIN LAKES FAMILY YMCA
204 E LITTLE ELM TRAIL, CEDAR PARK, TX 78613
WILLIAMSON COUINTY

BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
WWW.BRYANTECHNICALSERVICES.COM
Firm No. 10128500

Commissioners Court - Regular Session **13.**

Meeting Date: 09/26/2023

Theon Ranches MUDs 2 3

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving and ratifying the submission of a formal protests/requests for contested case hearings and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to petitions for the creation of Theon Ranches MUD No. 2 and Theon Ranches MUD No. 3 of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter to TCEQ Theon Ranches MUD No. 2

Letter to TCEQ Theon Ranches MUD No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 04:32 PM
Form Started By: Hal Hawes		Started On: 09/21/2023 04:11 PM
Final Approval Date: 09/21/2023		

RANDLE
LAW OFFICE LTD., L.L.P.

Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

September 20, 2023

Mr. Dan Finnegan
Mr. Daniel Harrison
Districts Creation Review Team
Water Supply Division TCEQ
daniel.harrison@tceq.texas.gov

RE: Theon Ranches Municipal Utility District No. 2
TCEQ Internal Control No. 05022023-003
CN: 606136406 RN: 111731568

Dear Mr. Briscoe and Mr. Walker:

Williamson County writes in response to your letter dated July 14, 2023, copy attached, regarding the submission of a petition for the creation of the above-referenced Theon Ranches MUD No. 2 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the

T 281-657-2000
F 832-476-9554
www.jgradyrandlepc.com

County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

> "(4) construct, maintain, improve, and operate graveled or paved roads or turnpikes that serve or are intended to serve as an arterial or main feeder roads, or works, facilities, or improvements in aid of those roads or turnpikes inside or outside the boundaries of the proposed District".

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraphs include standard terms in these agreements that the County argues should also apply to the TCEQ created MUDs for equity and public health and safety.

ROADS

The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of- way required for any roads which are shown within the boundaries of the Land as Corridor Projects in

the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. Commencing upon the tenth (10th) anniversary date from the date the County provisionally accepted a Subdivision Road, the District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road.

LAW ENFORCEMENT

Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County for law enforcement services in that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County. Funding shall include per law enforcement position cost for compensation, benefits, vehicles and equipment, as kept by the Williamson County Budget Office. Owner and District acknowledge that any such funding would be used to enhance law enforcement services in Williamson County, as well as in, on and around the Land. Furthermore, the provision of such funding will not mandate or require County to designate, allocate or assign specific law enforcement personnel, vehicles, equipment or services to areas of the Land and that any additional County law enforcement personnel, vehicles, equipment or services funded by District will be assigned countywide. Owner and District understand and agree the County shall not be required to increase its budget for additional law enforcement personnel, vehicles, equipment and services in the event the County does not receive appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to do so.

FIRE AND EMS SERVICES

Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract to provide for fire-fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the

requirements of Section 49.351(g)-(i) of the Texas Water Code.

Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

ANIMAL CONTROL SERVICES

The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County. For future planning purposes in relation to a contract to be executed between the County and District, the Parties acknowledge the firm of Jackson & Ryan Architects prepared a Capacity Study, dated December 4, 2014 that cites that seven (7) cats and ten (10) dogs are attributed to every one-thousand (1,000) individuals, or 370 homes. As of the Effective Date of this Agreement, the average cost to provide shelter and care at the Williamson County Regional Animal Shelter is approximately $500.00 per animal. Based on the abovementioned Capacity Study and current cost estimations and projections, for every 370 homes constructed in the Land, the District would pay to the Williamson County Regional Animal Shelter for shelter and care of cats and dogs the amount of $185,000.00. The Parties acknowledge the Capacity Study is a 2014 study and that the average cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter is based on current day estimates and projections. Thus, the actual cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter may be different than such estimates and projections; and that these amounts are only being provided for future planning purposes.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents that the county provides such services will also be affected. The first MUD came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long-term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

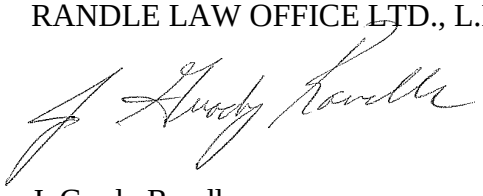
In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions regardless of whether it is created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or

Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

Therefore, as referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.



J. Grady Randle

Enc.

cc: Joseph Yaklin, P.E.
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Anthony Corbett
McLean & Howard, LLP
901 South Mopac Expressway, Suite 225
Austin, Texas 78746

RANDLE
LAW OFFICE LTD., L.L.P.

Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

September 20, 2023

Mr. Dan Finnegan
Mr. Darryl Smith
Districts Creation Review Team
Water Supply Division TCEQ
Darryl.Smith@tceq.texas.gov

RE: Theon Ranches Municipal Utility District No. 3
TCEQ Internal Control No. D-07112023-012
CN: 606159572 RN: 111771150

Dear Mr. Briscoe and Mr. Walker:

Williamson County writes in response to your letter dated July 14, 2023, copy attached, regarding the submission of a petition for the creation of the above-referenced Theon Ranches MUD No. 3 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

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The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

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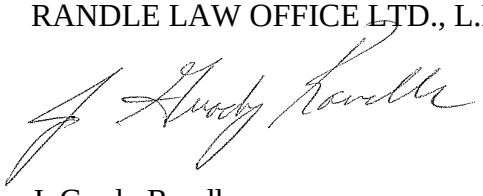
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Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.



J. Grady Randle

Enc.

cc: Joseph Yaklin, P.E.
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Anthony S. Corbett
McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

Commissioners Court - Regular Session **14.**

Meeting Date: 09/26/2023

Annual renewal of Texas State Library Contract

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

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on renewal of contract with the Texas State Library and Archives Commission for County Clerk microfilm storage and creation for FY 2023-2024.

Background

Annual renewal of contract with the Texas State Library and Archives Commission for FY 2023-2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TSLAC Contract 2023-2024

Form Review

Inbox	Reviewed By	Date
County Clerk (Originator)	Nancy Rister	09/15/2023 04:37 PM
Hal Hawes	Hal Hawes	09/15/2023 04:43 PM
County Judge Exec Asst.	Becky Pruitt	09/18/2023 11:57 AM
Form Started By: Nancy Rister		Started On: 09/15/2023 03:49 PM
Final Approval Date: 09/18/2023		

Contract for Storage Services for Fiscal Year 2024

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

SLRM Contract Number: 6-24-1246.01
WilCo Contract Number: Not Yet Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name:	Williamson County Clerk
Agency Code:	1246.01
Contact Person:	Nancy Rister
Contact Phone:	(512) 943-1549
Contact Email:	nrister@wilco.org

Performing Agency

Name:	Texas State Library and Archives Commission
Agency Code:	306
TINS No:	33063063060013
Contact Person:	Zach Bruton
Phone:	(512) 475-5151
Email:	zbruton@tsl.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in the attached Fee Schedules.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model and are reviewed and approved by the Texas State Library and Archives Commission. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in attached Fee Schedules, effective September 1, 2023.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is $81,000.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, $6,000.00 of this amount is designated for storage services and $75,000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the Contract to the other party at the email address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2023 and terminates on August 31, 2024.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County
Clerk

By: _____
Bill Gravell, County Judge

Date: _____

PERFORMING AGENCY
Texas State Library and Archives Commission

By: Donna Osborne
Donna Osborne
Chief Operations and Fiscal Officer

Date: Sep 19, 2023

By: Sarah Swanson
Sarah Swanson
General Counsel

Date: Sep 19, 2023

By: Craig Kelso
Craig Kelso
Division Director – SLRM

Date: Sep 19, 2023

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2024)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Centers on Shoal Creek Boulevard and Promontory Point in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee/mo.
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	$ 0.21
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	$ 0.0015
7. Microfilm storage – Quarantine 16 mm roll (962-95-07)	Each	$0.21
8. Microfilm storage – Quarantine 35 mm roll (962-95-08)	Each	$0.42
9. Microfilm storage – Quarantine Microfiche (962-95-09)	Each	$0.0045
10. Disaster Recovery – storage (990-28-01)	CF	$ 3.50
11. Disaster Recovery – circulation (990-28-02)	CF	$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

NOTE: $0.21 per cubic foot equals $0.252 per standard record storage box.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2024)

ACTIVITIES SERVICES	Unit	Fee
12. Accessions (958-82-01)	Each	$ 1.10
13. Disposal and destruction (958-82-02)	Each	$ 3.25
14. Permanent Withdrawal (958-82-03)	Each	$ 2.95
15. Circulation (958-82-04)	Each	$ 1.95
16. Rush Circulation (958-82-05)	Each	$ 3.90
17. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	$13.00
18. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$26.00
19. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)	Each*	$ 0.75
20. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	$ 1.50
21. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) ***Note: circulation and research fees also applied for pull and refile (Items 15, 16, and 26)***	Per page/Per frame	$ 0.25
22. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11) ***Note: circulation and research fees also applied for pull and refile (Items 15, 16, and 26)***	Per page	$1.00

**Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.*

OTHER SERVICES	Unit	Fee
23. Data entry – per line (958-82-12)	Per line	$ 1.00
24. Relabel – box or file (958-82-17)	Each	$2.00
25. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	$40.00

26. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	$40.00
28. Minimum monthly charge (958-82-16)	Each	$20.00

**Charged in 15-minute increments.*

Records Storage Service Descriptions

1. Records Center Stack Storage: The monthly fee is $0.21 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to $0.252 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

2. Oversize Documents: If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

3. Map Storage: Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by – case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

4-6. Microform Storage: Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of $0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is $0.0015.

7. Microfilm Storage – Quarantine 16 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 16 mm microfilm stored in this area will be charged a rate of $0.21 per roll, per month.

8. Microfilm Storage – Quarantine 35 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 35 mm microfilm stored in this area will be charged a rate of $0.42 per roll, per month.

9. Microfilm Storage – Quarantine Microfiche: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfiche stored in this area will be charged a rate of $0.0045 per sheet, per month.

10. Disaster Recovery Vault Storage: The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

11. Disaster Recovery Vault Circulation Services: The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month and includes such processing for records that are stored for less than one month.

12. Accession Services: The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves.
The charge is per item (box, reel, etc.).

13. Disposal and Destruction Services: The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

14. Permanent Withdrawal Services: The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

15.1 Circulation Services: The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

15.2 Microfiche Circulation: Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).

16. Rush Circulation Services: The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).

17. Regular Deliveries/pickups (in City of Austin): Records requested will typically be delivered within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

18. Rush Deliveries/Pickups (in City of Austin): Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

19. Special Deliveries/Pickups surcharge (in City of Austin): This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

20. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan a document and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15, 16 and 26).

22. Scan on Demand oversize documents: Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer. Circulation and research charges also apply to the scan on demand service. (Items 15, 16 and 26).

23. **Data Entry**: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of $10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of $20.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2024)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center on Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES (NIGP CODE)	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)	Per Frame	$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (915-68-01)	Per Frame	$ 0.07
3. Frames Filmed (Digital Archive/35mm) (915-68-02)	Per Frame	$0.17
4. Original Reels Processed (5 Mil) (915-68-03)	Each	$25.00
5. Original Reels Processed (2.5 Mil) (915-68-04)	Each	$32.50
6. Original Reels Processed (35 mm) (915-68-05)	Each	$25.00
7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)	Each	$48.50
8. Reels Duplicated Silver (35 mm Direct) (915-68-07)	Each	$55.75
9. Reels Duplicated Silver (35 mm Print) (915-68-08)	Each	$55.75
10. Reels Duplicated Silver (5 Mil) (915-68-09)	Each	$40.75
11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)	Each	$36.25
12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)	Each	$43.50
13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)	Each	$36.25
14. Jackets Loaded (915-68-13)	Each	$2.50
15. Jackets Duplicated Diazo (915-68-14)	Each	$2.00
16. Magazine Loaded (915-68-15)	Each	$3.00

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2024)

MICROFILMING IMAGING AND DUPLICATING SERVICES (NIGP CODE)	Unit	Fee
17. Document Preparation	Per Hour*	$40.00
18. Postage and Handling (915-58-01)	Each	actual cost
19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)	Each	$13.00
20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$26.00
21. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	$ 1.50
22. Minimum order for filming services (915-68-16)	Each	$150.00
23. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) ***Note: circulation and research fees also applied for pull and refile (See Items 15, 16, and 26 on Records Storage Services Fee Schedule)***	Per page/per frame	$0.25

**Charged in 15-minute increments.*

OTHER SERVICES	Unit	Fee
24. Data entry – per line (958-82-12)	Per line	$ 1.00
25. Relabel – box or file (958-82-17)	Each	$2.00
26. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	$40.00

**Charged in 15-minute increments.*

Imaging Microfilm Service Descriptions

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal Information that provide the records series title, roll number, and beginning and ending contents of each roll.

2-3. Digital Archiving Services: Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

4-6. Original Reels Processed: For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

7-13. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

14. Jackets Loaded: Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

15. Jackets Duplicated: Microfiche diazo copy of jacket.

16. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The $3 is for loading/unloading and adding a leader only.

17. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. *Charges calculated in 15-minute increments with a minimum charge of $10.00.

18. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

19. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

20. Expedited Deliveries/Pickups (in City of Austin): Applies to same-day RUSH requests.

21. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

22. Minimum Order of Filming Services: $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

23. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan a document and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule items 15, 16, and 26).

23. **Data Entry**: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of $10.00.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images;

to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

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Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
SCHEDULE (FY 2024)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center on Shoal Creek Boulevard in Austin, Texas.

Standard Rotary Equipment Image Capture	**Imaging up to 8.5 x 14**	
1. B & W 200 DPI (920-30-01)	Per Image	$ 0.0325
2. B & W 300 DPI (920-30-02)	Per Image	$ 0.0375
3. B & W 400 DPI (920-30-03)	Per Image	$ 0.0400
4. B & W 600 DPI (920-30-04)	Per Image	$ 0.0500
5. Color 300 DPI (920-30-05)	Per Image	$ 0.0425
6. Color 400 DPI (920-30-06)	Per Image	$ 0.0500
7. Color 600 DPI (920-30-07)	Per Image	$ 0.0600
Large Format and Flatbed Image Capture	**Imaging up to 42 inches wide**	
8. 300 DPI (920-30-08)	Per Image	$ 1.100
9. 400-600 DPI (920-30-09)	Per Image	$ 1.250
Transparency Media Capture	Not Available	
Image Processing	**OCR/Searchable PDF**	
10. 200 DPI (920-30-10)	Per Image	$ 0.030
11. 300 DPI (920-30-11)	Per Image	$ 0.030
12. 400 DPI (920-30-12)	Per Image	$ 0.030
13. 600 DPI (920-30-13)	Per Image	$ 0.040
Microform Conversion		
14. Microfilm to Digital (920-30-14)	Per Image	$ 0.100
15. Microfiche to Digital (920-30-15)	Per Image	$ 0.120
Index Field - Type 1	**Automated Process**	
16. 15 Characters (958-82-18)	Per Field	$ 0.030
17. 16-30 Characters (958-82-19)	Per Field	$ 0.030
18. 31-45 Characters (958-82-20)	Per Field	$ 0.030
19. 46-225 Characters (958-82-21)	Per Field	$ 0.030
Index Field 2 - Type 2	**Manual capture within doc**	
20. 15 Characters (958-82-22)	Per Field	$ 0.060
21. 16-30 Characters (958-82-23)	Per Field	$ 0.070
22. 31-45 Characters (958-82-24)	Per Field	$ 0.100
23. 46-100 Characters (958-82-25)	Per Field	$ 0.150
24. 101-255 Characters (958-82-26)	Per Field	$ 0.200
Special Document Handling		
25. Storage in Climate-Controlled Center While Imaging (962-95-10)	Per Day	No Charge
Capture From Special Formats		
26. Photographic Prints (920-30-16)	Per Image	Contact Imaging
27. Photographic Negatives (920-30-17)	Not Available	
28. Newspaper (920-30-18)	Per Image	Contact Imaging
29. X-Rays (920-30-19)	Not Available	

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
SCHEDULE (FY 2024)

30. Manuscripts (920-30-20)		Per Image	Contact Imaging
31. Drawings (920-30-21)		Per Image	Contact Imaging
32. Bound Books (920-30-22)		Per Image	Contact Imaging
Enhancing Images			
33. Simple Enhancements (920-30-23)		Per Image	$ 0.030
34. Major Enhancements (920-30-24)		Per Image	$ 0.050
Delivery Media By Storage Type			
35. USB/Portable Hard Drive (Kept by customer) (920-34-01)		Per Drive	At Cost
36. USB/Portable Hard Drive (Returned at end of project) (920-34-01)		Per Drive	No Charge
37. Media By Data Exchange (920-34-01)		Per Gigabyte	No Charge
38. Imaging Repository Hosting/Repository Maintenance (920-34-01)		Not Available	
Personnel			
39. Document Preparation (958-82-13)		Per Hour	$ 40.000
40. Re-Preparation Services (958-52-18)		Per Hour	$ 40.000
41. Project Manager/Project Planning (958-82-19)			No Charge
Transportation			
42. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	$ 13.000
43. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	$ 1.500
44. Postage and Handling (915-58-01)		Per Shipment	At Cost
Destruction			
45. Paper (958-82-02)		Per Box	$ 3.250
46. Microforms (958-82-02)		Per Reel/Set of Fiche	$ 2.950
Other Services			
47. Special Projects (920-30-25)		Per Project	Contact Imaging
48. Minimum Order (920-30-26)		Per Project	$ 150.00
49. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) *Note: circulation and research fees also applied for pull and refile (See Records Storage Services Fee Schedule Items 15, 16 and 26).*		Per Page/Per Frame	$ 0.200
50. Scanned Images Returned with Microfilm (920-30-25) *Note: Discount only applied to Items 1-7 above, all other digitization fees are at standard rate. (See Imaging Microfilm Services Schedule Items 2 and 3 for cost of DAW film per frame).*		Per Image	$ 0.025 discount
Location of Scanning - At State Records Center only			
Storage /Circulation of Source Material after Imaging		See Storage Fee Schedule	

Imaging Digital Service Descriptions

1-7. Standard Rotary Equipment Imaging Capture: These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.

8-9. Large Format and Flatbed Image Capture: This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.

10-13. Image Processing (OCR/Searchable PDF): This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.

14. Microfilm Conversion: For the conversion of microfilm from 16mm or 35mm reel film to a digital format.

15. Microfiche Conversion: For the conversion of Microfiche (sheet film) to a digital format.

16-19. Automated Index Fields: Indexes (titles) autogenerated (no data entry required).

20. Manual Index Field, up to 15 Characters: No more than 15 characters per field, data entered by TSLAC's Imaging staff.

21. Manual Index Field, 16-30 Characters: Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.

22. Manual Index Field, 31-45 Characters: Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.

23. Manual Index Field, 46-100 Characters: Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.

24. Manual Index Field, 101-255 Characters: From 101 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.

25. Storage in Climate-Controlled Center While Imaging: For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 42-44.

26-32. Capture from Special Formats: For physical media that is not on standard paper stock or paper that is larger than 42 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests and is not intended to represent the only types of media TSLAC will consider.

33. Image Enhancement, Simple Enhancements: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.

34. Image Enhancement, Major Enhancement: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.

35. USB/Hard Drive: The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.
36. USB/Hard Drive: Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.
37. Media By Data Exchange – The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.
38. Imaging Repository Hosting/Repository Maintenance: All images will be returned to the agency prior to being deleted from TSLAC's servers.
39. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00
40. Re-preparation Services: Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-foldering – of the documents to return them to their pre-imaged condition.
41. Project Manager/Project Planning – No additional charges are accessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.
42. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
43. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
44. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.
45. Paper Disposition – Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.
46. Microform Disposition - Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.
47. Special Projects: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.
48. Minimum Order of Digital Imaging Services: of $150.00 will be charged at the end of each month for any customer that has a total scanning service cost of less than that amount.
49. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule items 15, 16 and 26).
50. Scanned Images Returned with Microfilm: Beginning in FY2022, to improve efficiencies when converting paper to microfilm, Imaging Services will begin digitally scanning paper and creating microfilm using the Digital Archive Writer. After the original and any duplicates of the film are complete and quality checked, the digital images will be destroyed unless the agency has made prior

arrangements to also accept the digital images. The digital images will be offered at a discount of $0.02 per frame from the cost of items 1-7. Any other digital fees will be at the normal rate. See the Imaging Microfilm Services fee schedule for current per frame rates for DAW microfilm.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Index: An index is a list of data, such as group of files or database entries. It is typically saved in a plain text format that can be quickly scanned by a search algorithm.

Commissioners Court - Regular Session **15.**

Meeting Date: 09/26/2023

Contract with Williamson County Economic Development Partnership

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract in the Public Interest between Williamson County and the Williamson County Economic Development Partnership, Inc. to assist with further enhancing and developing an economic development program for the entities of the Williamson County Economic Development Partnership, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WilCo EDP FY 2024 Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/21/2023 10:56 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:06 AM
Form Started By: Connie Odom		Started On: 09/20/2023 03:19 PM
Final Approval Date: 09/21/2023		

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.
(FY2024)
(ECONOMIC DEVELOPMENT)

This Contract is entered into by and between Williamson County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County", and Williamson County Economic Development Partnership, Inc., hereinafter referred to as "EDP".

W I T N E S S E T H

WHEREAS, County is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in its jurisdiction; and

WHEREAS, County is authorized to contract with EDP to provide economic development services in relation to a program for local economic development and to use county funds for such program; and

WHEREAS, in 2014, County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop aggressive economic development efforts that would benefit Williamson County, Texas; and

WHEREAS, County and the EDP desire to set forth services to be provided by EDP and the funding that County will assist and aid EDP in performing such services; and

WHEREAS, County believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose; and

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. EDP shall use the funding paid by County hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development

program for the entities of the Williamson County Economic Development Partnership, Inc. In order to do so and in consideration of the County's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

a. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
b. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
c. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in the county;
d. EDP shall market Williamson County, Texas to targeted industries such as the technology-based or medical industries;
e. EDP shall take actions necessary to make Williamson County, Texas more competitive by creating incentives for companies to do business in the area;
f. EDP shall maintain an on-line marketing presence on behalf of the County and its partners through the EDP's website;
g. EDP shall host an annual Site Selector Event and The Champions Lunch in Williamson County, Texas;
h. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
i. EDP shall develop communication among all necessary parties related to economic prospects and projects;
j. EDP shall seek other funding sources in addition to the funding provided herein;
k. EDP shall provide consulting services related to economic development to County and the partners of the EDP as necessary;
l. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
m. EDP's staff shall update the Williamson County Commissioners Court quarterly or as needed in executive session regarding specific economic development projects affecting the County;
n. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
o. The EDP shall promote and market the County fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).

2. Reports. EDP shall make at least one annual presentation to the Commissioners Court pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a public sessions of the Commissioners Court. The purpose of such presentation will be to both update the full Commissioners Court, as well as highlight efforts and achievements to the public.

3. Fee and Payment Terms. County agrees to provide funding to EDP in the amount of **$500,000.00.** County shall pay an initial installment of **$41,666.74** on or before **October 15, 2023.** Following the initial installment, all other installments will be paid by County in the amount

of **$41,666.66 each** during the first week of each month until the last monthly installment is paid during the first week of **September 2024**.

4. EDP Board Representation. The County shall have the right to appoint and, thereafter, at all times, maintain three (3) voting members on the EDP's Board of Directors, which currently amounts to Twenty Percent (20%) of the entire voting membership on the EDP's Board of Directors. The EDP agrees that the County's right to appoint Twenty Percent (20%) of the voting members of the EDP's Board of Directors shall be preserved if the EDP's voting membership on the Board of Directors is enlarged following execution of this Contract. Failure of the County to appoint persons to the EDP's Board of Directors shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the EDP's Board of Directors and copies of all actions by the EDP's Board of Directors.

5. Reimbursement of Funds. Despite the agreed upon payment terms set forth above, EDP agrees to reimburse County for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the public purpose goals, intent and services set out herein; (b.) EDP's uses the funding for purposes and expenditures that a Texas political subdivision would not be authorized to expend taxpayer funds on (c.) EDP changes its operations in such a way that, in County's opinion, the EDP no longer serves a public purpose; (d.) the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach; or (e.) EDP assigns or otherwise transfers its interest in its operations to another entity without the prior written consent of County. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used in accordance with the terms hereof and for the intended purposes set out herein.

6. Records. EDP shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Williams County Auditor shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and EDP. EDP further agrees that County, Williams County Auditor or their 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 EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that County shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give EDP reasonable advance notice of intended audits.

7. Independent Contractor/Indemnity. It is understood and agreed that EDP is not and shall not in any sense be considered an employee, partner or joint venturer with County, additionally neither shall EDP be considered or in any manner hold itself out as an agent or official representative of County. EDP shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of County.

EDP FURTHER AGREES TO HOLD COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY EDP.

8. Compliance with All Laws. EDP and County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.

9. Notice. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

EDP:

See Address Below Signature Block

General Counsel:
General Counsel
Office Of Williamson County Judge
401 W. 6th Street
Georgetown, Texas 78626

10. No Assignment. This Contract may not be assigned without the consent of the non-assigning party.

11. Termination. Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of EDP;
b. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
c. the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach.
d. upon County's sole discretion with or without cause by providing thirty (30) days written notice.

12. Term. This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **September 30, 2024**, but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by County.

13. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation

Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

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

15. 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

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

17. Entire Agreement. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY 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.

Executed by the parties below to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS (County):

By: _____

Printed Name: _____

Capacity: As Presiding Officer
Williamson County Commissioners Court

Date: _____ _____, 20____

WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC. (EDP):

By: Dave Porter

Printed Name: DAVE PORTER

Capacity: Authorized Agent Williamson County
Economic Development Partnership, Inc.

Date: 09/21/, 2023

Address: 18900 W. PALMER, CEDAR PARK 78613
Attn: _____
_____, _____

Commissioners Court - Regular Session **16.**

Meeting Date: 09/26/2023

Block House Standard agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Block House Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Block House MUD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Block House MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:36 PM
Form Started By: Starla Hall		Started On: 09/12/2023 08:57 PM
Final Approval Date: 09/15/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1 ,2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024,

and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: BLOCK HOUSE MUNICPAL UTILITY DISTRICT

Signature: _____

Printed Name: Ursula Logan

Title: President, Board of Directors

Date: August 23, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleeson

Signature of Official: _____

Date: September 15, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **17.**

Meeting Date: 09/26/2023

Brushy Creek MUD Standard agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Brushy Creek Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Brushy Creek MUD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Creek MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2023 08:09 AM
Form Started By: Starla Hall		Started On: 09/12/2023 09:03 PM
Final Approval Date: 09/19/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1 ,2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Brushy Creek MUD

Signature: Michael A Tucker

Printed Name: Michael A. Tucker

Title: President

Date: 9/14, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleeson

Signature of Official: Michael T. Gleeson

Date: September 18, 2023

Address of Office: 508 S. Rock St.
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **18.**

Meeting Date: 09/26/2023

Meadows at Chandler Creek MUD Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with The Meadows at Chandler Creek Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for The Meadows at Chandler Creek MUD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Meadows at Chandler Creek MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2023 08:09 AM
Form Started By: Starla Hall		Started On: 09/12/2023 09:11 PM
Final Approval Date: 09/19/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1 ,20 23 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: The Meadows at Chandler Creek Municipal Utility District

Signature: Walter Berry Walter Berry (Sep 18, 2023 13:09 CDT)

Printed Name: Walter Berry

Title Board President The Meadows at Chandler Creek Municipal Utility District

Date: August 16, 20 23

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 18, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/26/2023

Fern Bluff MUD Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Fern Bluff Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Fern Bluff MUD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fern Bluff MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:39 PM
Form Started By: Starla Hall		Started On: 09/12/2023 09:19 PM
Final Approval Date: 09/15/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

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For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Fern Bluff MUD

Signature: _____

Printed Name: George Sabatino

Title: President

Date: September 12, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **20.**

Meeting Date: 09/26/2023

Ranch at Cypress Creek MUD #1 Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with The Ranch at Cypress Creek Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for The Ranch at Cypress Creek MUD #1 to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ranch at Cypress Creek MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2023 08:10 AM
Form Started By: Starla Hall		Started On: 09/12/2023 09:43 PM
Final Approval Date: 09/19/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

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5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

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Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

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LGE:

Name of LGE: The Ranch at Cypress Creek MUD No. 1

Signature: Patrice M. Coles

Printed Name: Patrice M. Coles

Title: President

Date: September 14, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 18, 2023

Address of Office: 508 S. Rock St.
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **21.**

Meeting Date: 09/26/2023

Paloma Lake MUD #1 Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Paloma Lake Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Paloma Lake MUD #1 to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Paloma Lake MUD #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:41 PM
Form Started By: Starla Hall		Started On: 09/12/2023 09:48 PM
Final Approval Date: 09/15/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

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2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

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October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Paloma Lake Municipal Utility District No. 1

Signature: _____

Printed Name: Dallas Kelley-Kerr

Title: President

Date: 8/9/2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **22.**

Meeting Date: 09/26/2023

Vista Oaks MUD Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Vista Oaks Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Vista Oaks MUD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vista Oaks MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:42 PM
Form Started By: Starla Hall		Started On: 09/14/2023 02:01 PM
Final Approval Date: 09/15/2023		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This Interlocal Agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full

time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles are actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

   SHERIFF'S OFFICE: At the address set forth on the signature page below.

   COUNTY: Williamson County Auditor's Office
   Attn: Finance Director
   710 Main Street, Suite 301
   Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LEG, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

* * * * *

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENT ENTITY REGARDING
OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

LGE:

Name of LGE: Vista Oaks Municipal Utility District

Signature: Heath Reed-Green

Printed Name: Heath Reed-Green

Title: President

Date: July 14th, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 15, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENT ENTITY REGARDING
OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT
FOR CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20_____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **23.**

Meeting Date: 09/26/2023

Approval of Capital Area Council of Governments Regional Law Enforcement Academy (CAPCOG) working agreement for County Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Capital Area Council of Governments Cooperative Working Agreement (CAPCOG) with Williamson County to provide regional law enforcement in service training needs at the Williamson County Firing Range for a term of two (2) years from the date of execution.

Background

The Capital Area Council of Governments' Regional Law Enforcement Academy provides and sponsors basic peace officer training and in service training for local law enforcement agencies of State Planning Region 12. The objectives of the grant application submitted by CAPCOG/RLEA to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives. Williamson County Sheriff's Office has agreed to work in collaboration with CAPCOG/RLEA to meet the grant application objectives of providing regional law enforcement in service training needs by offering meeting space at the Williamson County Firing Range, qualified instructors when available and use of shooting range as scheduled in advance and at the convenience of the Sheriff's Office. This agreement is for a term of two years from the date of execution but may be terminated by either party at any time upon written notice delivered to the non-terminating party. Department Point of Contact is James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inter Local Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2023 11:17 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:40 AM
Form Started By: Kim Chappius		Started On: 09/21/2023 08:35 AM
Final Approval Date: 09/21/2023		

Capital Area Council of Governments
Regional Law Enforcement Academy
Cooperative Working Agreement

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments (CAPCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The CAPCOG Regional Law Enforcement Academy (RLEA) provides and sponsors basic peace officer training and in-service training for local law enforcement agencies in State Planning Region 12 (Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties).

1.2. Williamson County (Agency) has a local law enforcement agency within State Planning Region 12 and provides support to CAPCOG's RLEA through use of training facilities.

1.3. This agreement is entered into under Chapter 791 of the Texas Government Code.

Sec. 2. Agreement and Duties of the Parties

2.1. Under this cooperative agreement, Agency agrees to make training facilities available to CAPCOG's RLEA located at 3901 CR 130, Hutto, TX 78634, including the shooting range and classrooms, to assist CAPCOG in carrying out required firearms courses as part of the Basic Peace Officer Course (BPOC) and limited in-service courses from time to time, pursuant to the rules identified in Attachment A. Agency also agrees to allow CAPCOG to use the facility and facilitate the use of a nearby location to conduct the required driving courses. CAPCOG anticipates needing to use the facility for two weeks at a time one to three times a year.

2.2. Only in-kind contributions are anticipated as consideration for this cooperative agreement. If either party incurs a direct expense for the performance of governmental functions or services provided to carry out this agreement, that party is assumed to be required to pay for that expense without reimbursement from the other party from current revenues available to that party unless explicitly agreed to otherwise by both parties. (see Texas Government Code 791.011(d)(3)). The consideration as contemplated, described, and provided by this section fairly compensates the parties for the duties performed hereunder.

Sec. 3. Term

3.1. This agreement is effective upon execution by both parties and terminates on August 31, 2025, unless extended by mutual agreement of the parties or terminated as described in section 3.2.

3.2. Either party may terminate the agreement with 30 days written notice to the other party.

Sec. 4. Miscellaneous

4.1. **Authority and Capacity:** Each party representative executing this agreement represents and warrants that this agreement was approved by the governing body at a meeting held in compliance with the Texas Open Meetings Act and any other law or regulation applicable to the meeting or that the governing body otherwise authorizes the signatory to bind the party to this agreement by executing the agreement on its behalf.

4.2. **Sovereign Immunity:** Any provision of this agreement that seeks to waive the immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the agreement.

4.3. **Independence:** The parties covenant and agree that each shall perform under this agreement independently and not as an officer, agent, servant, or employee of each other; that each shall have exclusive control of and exclusive right to control over their respective duties pursuant to this agreement, including all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between either party, their officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the parties. The parties hereto understand and agree that CAPCOG shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance of the training and education conducted by Agency in the performance of this agreement and that the parties have no authority to bind each other.

4.4. **Attachments:** The following attachments are part of this agreement:

a) **Attachment A:** Firearms Range Rules

b) **Attachment B:** Project Representatives

4.5. This contract states the entire agreement of the parties and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

4.6. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

Capital Area Council of Governments

By: _____
Betty Voights, Executive Director

Date: 4-20-23

Williamson County

By: _____
Bill Gravel, County Judge

Date: _____

_____
Date of Governing Board Approval

Attachment A: Firearms Range Rules

- When using the range, all weapons are considered loaded.
- All handguns should be holstered unless you are on the firing line or the weapon is being cleaned. All long guns should be in an open breech condition unless on the firing line.
- Never put your weapon down and leave it unless it is unloaded. Never pick up a weapon that does not belong to you unless instructed to do so by your range master.
- All firearms will be unloaded when you enter the range complex.
- While on the range you will only load your weapon if instructed to do so by your range master or just before leaving the range complex.
- Never put your finger on the trigger of your weapon unless it is pointed down range and you are ready to fire.
- All weapons malfunctions will be handled as per range master instructions.
- Never proceed down range until all weapons are holstered or otherwise secured.
- If you are being given instructions by range personnel, your eyes and weapon must remain focused and pointed down range.
- Dry firing of any weapon will be done only when instructed to do so by the range master.
- When handing your weapon to range personnel, be sure the weapon is breech open and handed grip first. Long guns will be breach open and handled at port-arms.
- All shooters and range personnel will wear body armor, ear protection, and eye protection, while shooting on any range.
- No alcohol is permitted on the range complex and tobacco is permitted only in designated areas.
- No one is permitted to shoot on the range complex or on any of the individual ranges unless a range master is present and the proper authority has been given by the complex range master.

Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to-give and receive communications and directions on behalf of CAPCOG. All communications must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to: [E-mail of Agency Project Representative].

David Bertling
(Name)
Director of Regional Law Enforcement Academy
(Title)

Telephone No.: (512) 916-6161

E-mail: dbertling@capcog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Agency Project Representative

The individual named below is the Agency Project Representative, who is authorized to give and receive communications and directions on behalf of Agency. All communications must be addressed to the Agency Project Representative or his or her designee. The Agency Project Representative may indicate a designee through an e-mail to dbertling@capcog.org.

Mike Gleason
(Name)
Sheriff
(Title)

Telephone No.: 512-943-1321

E-mail: Mike.Gleason@wilco.org

Williamson County Sheriff's Office Headquarters
508 S. Rock Street
Georgetown, TX 78626

Commissioners Court - Regular Session **24.**

Meeting Date: 09/26/2023

Authorize Purchase of Learning Management System Client and Business Training Library , LLC (“BizLibrary”) for 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 approval of purchase for Learning Management System to Client and Business Training Library, LLC (“BizLibrary”), in the amount of, Forty-Five thousand dollars ($45,000.00), and authorizing the execution of the agreement.

Background

BizLibrary provides a turn-key Learning Management System, with a robust native library of over thirteen thousand (13,000) courses, to aid the County with new Manager/Supervisor training, Compliance and upskill training, also offering a degree of predictive analytics that provides scorecards, dashboards, and program evaluation reports used to compare benchmarks/goals, assess program effectiveness, and demonstrate the impact of learning on department or HR goals. Competetive quotes were obtained for this purchase. This fee will provide this subscription service for a one-year period. The funding source is 01.0100.0503.004100 and the point(s) of contact are Amanda Remster and Kayla Marek.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Subscription Agreement

Sales Order -redacted

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2023 11:52 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:55 AM
Form Started By: Johnny Grimaldo		Started On: 09/19/2023 11:39 AM
Final Approval Date: 09/21/2023		

DocuSign Envelope ID: E94B016F-A81B-4131-BFC9-491D032262C5

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF OUR SERVICES. IF CLIENT REGISTERS FOR A FREE TRIAL OF OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

This Agreement is effective between Client and Business Training Library, LLC ("**BizLibrary**") as of the last date set forth on the signature page ("**Effective Date**").

1. **Definitions**. As used in this Agreement, the following terms shall have the meanings given those terms as hereinafter set forth:

1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "**Agreement**" means this Master Subscription Agreement.

1.3. "**Services**" means the product(s) listed on an Order Form (defined below) and attached hereto and any other products or services of BizLibrary accessed or used by Client or any User from time to time, including, without limitation, all corrections, updates, modifications, releases, versions, reductions, and enhancements to the same. BizLibrary reserves the right to reduce and/or retire certain Services from time to time as may be required, in BizLibrary's sole discretion, to maintain the standard of quality of the Services.

1.4. "**Client**" means the company or other legal entity executing or otherwise accepting this Agreement, and all Affiliates thereof.

1.5. "**Client Content**" means all text, images, data and other electronic content or information submitted by Client to the Services.

1.6. **"Commencement Date"** means the date on which the Services specified in an Order Form is first made available to Client.

1.7. "**Documentation**" means BizLibrary's then current guides and manuals published by BizLibrary and made generally available by BizLibrary for the Services.

1.8. "**Effective Date**" shall have the meaning ascribed to that term written above.

1.9. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

1.10. **"Order Form"** means the ordering documents for Client's purchases from BizLibrary that are executed by the parties from time to time. Order Forms shall be deemed incorporated herein.

1.11. **"Subscription Term"** means the period of time that Client may use and access the Services beginning on the Commencement Date and as set forth in the applicable Order Form. The Services may automatically deactivate and become non-operational at the end of the Subscription Term, and Client shall not be entitled to access the Services unless the Subscription Term is renewed.

1.12. "**Users**" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been purchased, who have been supplied user identifications and passwords by Client (or by BizLibrary at Client's request), or who otherwise access and use the Services through or as a result of Client's use of the Services.

1.13. "**Terms of Use**" means the BizLibrary.com Terms of Use applicable to BizLibrary's products and services posted on www.bizlibrary.com, as the same may be amended, modified, or restated from time to time. The Terms of Use are incorporated herein by this reference.

1.14. "**Limited Content Pack**" means a limited subscription plan that, if selected on the applicable Order Form, grants Client access to a limited number of Active Titles selected by Client pursuant to the terms of Section 2.4 below.

1.15. "**BizLibrary 50**" means a Limited Content Pack permitting Client access to 50 Active Titles.

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1.16. "**BizLibrary 200**" means a Limited Content Pack permitting Client access to 200 Active Titles.

1.17. "**Active Title**" means, with respect to a Limited Content Pack, a unique lesson or course offered by BizLibrary available for viewing by Users.

1.18. "**Swap**" means, with respect to a Limited Content Pack, a Client's ability to exchange one Active Title for another Active Title, pursuant to the terms of Section 2.4 below.

2. Grant of License.

2.1. **Grant**. Subject to the terms and conditions of this Agreement, and subject to Client's and each User's compliance with the Terms of Use, BizLibrary hereby grants to Client a non-exclusive and nontransferable license to, during any Subscription Term, (a) access and use the Services via the internet, and (b) use the Documentation provided by BizLibrary in connection with Client's use of the Services. Client agrees that its purchase of User subscription(s) for the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by BizLibrary with respect to future functionality or features.

2.2. **Additional Restrictions**. The license granted in Section 2.1 above is conditioned upon Client's and each User's strict compliance with the Terms of Use and the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Client may use the Services for Client's own internal business purposes only as contemplated by this Agreement and not for outsourcing; (b) Client shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, or (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Services for commercial timesharing, or otherwise commercially exploit the Services; (c) Client shall not create derivative works based on the Services or cause or permit others to do so; (d) Client shall not modify, reverse engineer, translate, disassemble, or decompile the Services, or cause or permit others to do so; (e) Client shall not copy, frame or mirror any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes; (f) Client shall not access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; and (g) Client shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services or Documentation.

2.3. **Reserved Rights**. BizLibrary hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way BizLibrary's right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so.

2.4. **Limited Content Packs**. Notwithstanding anything contained herein to the contrary, if Client has selected a Limited Content Pack on the applicable Order Form, then Client's and User's access to the Services shall be limited to the number of Active Titles specified thereon. During implementation or any time convenient for the Client, Client shall identify the Active Titles to be included in the applicable Limited Content Pack. Any delay in Client selecting the Active Titles shall not alter or delay the Commencement Date. During each twelve month period from and after the Commencement Date, Clients shall have the right to Swap a limited number of Active Titles as follows: (i) Clients with a subscription to BizLibrary 50 shall have the right to Swap up to 10 Active Titles per twelve month period, and (ii) Clients with a subscription to BizLibrary 200 shall have the right to Swap up to 40 Active Titles per twelve month period. In order to Swap and Active Title, Client shall provide written notice including the Active Title to be added and the Active Title to be replaced to Client's success manager identified by BizLibrary from time to time. Active Titles which have been replaced by a Swap shall no longer be available for launch and viewing by Users. In the event that any Active Titles selected by Client are retired pursuant to Section 1.3 hereof, Client shall be permitted to swap Active Titles with the suggested replacements as provided by BizLibrary without reducing the annual Swap limitations.

3. Use of Services.

3.1. **BizLibrary Responsibilities.** BizLibrary will endeavor to (i) routinely backup all Client Content; (ii) use reasonable security measures to maintain Client's Users' login information (e.g., User IDs and passwords) for the Services in confidence; and (iii) not use Client Content for any purpose other than to provide support services. BizLibrary may access Client's and any User's account and Client Content as necessary to identify or resolve technical problems or respond to complaints about the Services, or as otherwise deemed necessary or desirable by BizLibrary in connection with the operation of the Services. BizLibrary will use commercially reasonable efforts to maintain the confidentiality of Client Content.

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3.2. **Client Responsibilities.** Client shall (a) be responsible for Users' compliance with this Agreement and the Terms of Use, (b) be solely responsible for the Client Content, and (c) use the Services only in accordance with applicable laws and government regulations and in compliance with the Terms of Use. Client shall not and shall not permit any User to (i) upload or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. Any conduct by Client or any User that in BizLibrary's discretion restricts or inhibits any other BizLibrary client from using or enjoying the Services is expressly prohibited. Client will prevent unauthorized access to, or use of, the Services, and notify BizLibrary promptly of any such unauthorized access or use. Client shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto. Client shall at all times ensure that (i) Users are limited to employees, consultants, contractors, and agents of Client; and (ii) User subscriptions are assigned to designated Users and cannot be shared or used by more than one User (provided that subscriptions may be reassigned to new Users replacing former Users who are no longer employees, consultants, contractors or agents of Client).

4. Fees.

Payment. In consideration of BizLibrary making the Services available for Client's and each User's use, Client agrees to pay BizLibrary a fee in US Dollars in accordance with the amounts and dates specified on the applicable Order Form. Except as otherwise provided: (i) the subscription fees set forth in each Order Form hereunder shall be fixed during the Subscription Term of such Order Form, including for purchases of additional Users; and (ii) the Subscription Term and services fees set forth in each Order Form hereunder will be invoiced upon execution of such Order Form. Except as otherwise specified herein, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, payment terms are quoted from the date of invoice and fees paid are non-refundable. Payment for 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 received the goods under the agreement; (2) the date the performance of the services under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Notwithstanding the foregoing, access to the Services shall be suspended if payment is not received by the 31st day after Client's receipt of invoice. 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 primate 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.

4.1. **Audit**. BizLibrary reserves the right, from time to time, to perform an audit of Client's account to determine the number of subscriptions Client has issued or otherwise made available to its Users. In the event that the number of Users as determined by such audit exceeds the number of authorized Users as set forth in the applicable Order Form, Client's fee payable hereunder shall automatically be increased to reflect the actual number of Users, and such new User count shall be used as the basis of Client's subscription fees thereafter. Likewise, BizLibrary agrees that the Client or its duly authorized representatives shall, at its sole cost and expense, until the expiration of three (3) years after the expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of BizLibrary which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Client shall give BizLibrary reasonable advance notice of intended audits.

4.2. Taxes. If BizLibrary has the legal obligation to pay or collect taxes for which Client is responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of performance of BizLibrary under this Agreement, the appropriate amount shall be invoiced to and paid by Client promptly, but in any event within 30 days from the date of the invoice, unless Client provides BizLibrary with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Intellectual Property Rights.

5.1. **Generally**. All right, title, and interest in and to the Services and Documentation, including, without limitation, all modifications, enhancements, and intellectual property rights thereto shall belong solely to BizLibrary and/or its applicable suppliers.

5.2. Ownership of Client Content. As between BizLibrary and Client, Client exclusively owns all right, title, and interest in and to the Client Content. In the event of termination or expiration of this Agreement or any applicable Order Form, BizLibrary

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agrees to promptly destroy or permanently erase (on all forms of recordation) the Client Content, and BizLibrary will have no other further obligation to maintain or provide access to Client Content. Notwithstanding the foregoing, BizLibrary may retain copies of the Client Content to the extent required to comply with applicable legal and regulatory requirements, or copies thereof resulting from BizLibrary's data backup and archiving systems.

5.3.Suggestions. BizLibrary shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client or any User relating to the Services without compensation.

6. **Confidentiality.**

6.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party"**) disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, the Client Content, the Services, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Client Content) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, including but not limited to the Texas Public Information Act, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding any other provision, BizLibrary may disclose Client Content if BizLibrary determines that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce this Agreement; or (c) to respond to claims that Client is using the Services to perform or support activities that violate the law or the rights of third parties.

6.5 **Remedies**. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6.6 **Public Information**. BizLibrary understands that Client will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

7. **Representations and Warranties.**

7.1.**Mutual Warranties.** Each party represents and warrants that (a) it has the legal power to enter into this Agreement, and (b) the execution, delivery, performance of this Agreement have been duly authorized by the requisite action on the part of each party.

7.2.**Client's Warranties**. Client represents and warrants that (a) it will not transmit to BizLibrary any Malicious Code, (b) it will comply and cause all Users to comply with any and all laws and regulations applicable to the use of the Services, and (c) it is financially solvent, able to pay its debts as they mature and able to complete its obligations hereunder.

7.3.**BizLibrary Warranty**. BizLibrary warrants during the Subscription Term that the Services will be free of material defects and will function in substantial conformance to its Documentation, subject to BizLibrary's right to modify the Services pursuant to Section 1.3 hereof. BizLibrary does not make any representations or warranties that the functions performed by the Services will meet Client's requirements, that the operation of the Services will be uninterrupted or error free, or that all defects in the

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Services will be corrected. To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND BIZLIBRARY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BIZLIBRARY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, BIZLIBRARY FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. No action for breach of the limited warranty set forth in this Section 7.3 may be commenced following the expiration or earlier termination of the Subscription Term.

8. **Damages and Limitation of Liability**.

8.1. **Consequential Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. **Limitation of Liability**. IN ALL EVENTS, BIZLIBRARY'S AGGREGATE LIABILITY TO CLIENT FOR CLAIMS RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER FOR BREACH OF CONTRACT OR IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE MAXIMUM OF A) THE AMOUNT ACTUALLY PAID BY CLIENT TO BIZLIBRARY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE CLAIM WHICH GAVE RISE TO THE LIABILITY AROSE OR B) THE ANNUALIZED SUBSCRIPTION VALUE AT THE TIME OF SUCH CLAIM.

9. **Mutual Indemnification**.

9.1 **Indemnification by BizLibrary.** Intentionally omitted.

9.2 **Indemnification by Client.** Intentionally omitted.

10. **Monitoring**. BizLibrary shall have the right, but not the obligation, to monitor the content of the Services to determine compliance with this Agreement and any operating rules established by BizLibrary and to satisfy any law, regulation, or authorized government request. Without limiting the foregoing, BizLibrary shall have the right to remove any material submitted to the Services that BizLibrary, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

11. **Term and Termination**.

11.1. **Term of Agreement**. The term of this Agreement commences on the Effective Date and continues until all Subscription Terms expire or are otherwise terminated.

11.2. **Subscription Term and Renewal.** Client may use and access the Services during the Subscription Term in compliance with this Agreement and the Terms of Use. Subscription Terms shallonly renew upon the mutual agreement of the parties. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at BizLibrary's applicable list price in effect at the time of the applicable renewal. User counts during any subsequent Subscription Term will be subject to the provisions of Section 4.2 hereof.

11.3. **Termination**. In the event that BizLibrary commits a material breach of this Agreement that (if it is capable of being cured) is not cured within thirty (30) days from written notice to BizLibrary, Client may terminate this Agreement upon thirty (30) days' prior written notice. Without limiting any other remedies available to it, BizLibrary may immediately suspend access to the Services and/or terminate this Agreement if: (a) Client or any User commits a material breach of this Agreement or the Terms of Use; or (b) BizLibrary determines that Client's actions are likely to cause legal liability for BizLibrary or its suppliers or other clients.

11.4. **Effects of Termination.** Upon any expiration or termination of this Agreement, and upon expiration of the Subscription Term if Client does not renew in accordance with Section 11.2, the rights and licenses granted hereunder by BizLibrary to Client and each User will automatically terminate, and neither Client nor any User may continue to use the Services. BizLibrary will

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have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. If the Agreement is terminated based on BizLibrary's uncured material breach, BizLibrary shall refund to Client any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of such termination. If the Agreement is terminated based on Client's uncured material breach, Client shall pay any unpaid fees covering the remainder of then-current Subscription Term after the effective date of such termination. In no event shall any termination relieve Client of the obligation to pay any fees payable to BizLibrary for the period prior to the effective date of termination. Client agrees that if Client terminates this Agreement, BizLibrary is not obligated to refund any portion of subscription fees already paid to BizLibrary other than the prepaid fees as required above. Upon the termination of this Agreement for any reason, Client shall, at Client's sole cost and expense, immediately cease using and cause the Users to cease using the Services. Upon request by Client made within thirty (30) days after the effective date of termination or expiration of this Agreement, BizLibrary will make Client Content available to Client for export or download as provided in the Documentation. After such thirty (30) day period, BizLibrary will have no obligation to maintain or provide any Client Content. Termination of this Agreement shall not limit BizLibrary from pursuing any other remedies available to it, including injunctive relief.

12. **Miscellaneous**.

12.1. **General.** This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it. The parties are independent contractors, and no branch or agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Headings in this Agreement are for the convenience of the parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement.

12.2. **Severability**. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.3. **Assignment**. Client may not assign this Agreement, in whole or in part, without BizLibrary's prior written consent, except that Client may assign this Agreement without BizLibrary's consent in connection with a merger or acquisition, provided that the assignee assumes all of the obligations of Client hereunder and is not a BizLibrary competitor and provided further that Client provides BizLibrary with reasonable prior written notice of such merger or acquisition. No assignment by Client shall relieve Client of its liabilities and obligations hereunder. Any attempt to assign this Agreement other than as permitted above will be null and void. BizLibrary may assign any of its, rights, obligations or this Agreement without Client's consent, provided that BizLibrary will provide Client with notice if it assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.4. **Entire Agreement; Breach and Waiver; Amendment.** This Agreement and the Terms of Use, including all exhibits and addenda hereto and Order Forms constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective against the parties only if in writing and signed by duly authorized representatives of the parties . To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms shall be null and void. No waiver of any breach of this Agreement shall constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement.

12.5. **Force Majeure.** Subject to the further provisions of this Section, any delays or failures by either party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party's reasonable control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party. The period of excused performance pursuant to the foregoing shall be (and only shall be) the actual period during which such an occurrence continues. Accordingly, neither party hereto shall have the right to terminate this Agreement for cause on account of a failure of the other party timely to perform its obligations hereunder during the period of such excused performance pursuant to the foregoing. Notwithstanding the foregoing, in no event shall this Section 12.5 excuse or permit the delay of any payment of money or other monetary obligation of either party hereunder.

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12.6. **Federal Government End Use Provisions.** BizLibrary provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). In the event that a government agency may need rights not conveyed under these terms, it must negotiate with BizLibrary to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

12.7. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any legal actions or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Texas and the parties hereby consent to personal jurisdiction and venue therein.

12.8. **Client Reference and Case Study.** Either party may include the other's name and logo in client or vendor lists including those client or vendor lists used in press releases. Client also agrees to consider the following upon reasonable request: (i) serving as a reference or hosting onsite reference visits; (ii) collaborating on press releases announcing or promoting the relationship upon completion of the initial phase of the project with the help of the BizLibrary marketing team; and (iii) collaborating on case studies or other marketing collateral as Client realizes a return on investment following successful deployment with specific metrics around time and cost savings along with business impact in a white paper.

12.9. **Survival**. The parties' rights and obligations under Sections 4, 5, 6, 7.1, 7.2, 8, 9, 11 and 12 shall survive the termination of this Agreement for any reason.

12.10. **Notices**. All notices required or contemplated by this Agreement shall be in writing. Notices from Client to BizLibrary shall be delivered or mailed to **BizLibrary, 14500 S Outer Forty Suite 500, Chesterfield, MO 63017,** or emailed to **accounting@bizlibrary.com** and notices from BizLibrary to Client shall be delivered or mailed to Client at the address given in a signed Order Form. Any notice to be given or served hereunder by either party shall be deemed given and received hereunder when delivered personally, emailed, sent by nationally recognized overnight delivery service, or three (3) days after being mailed certified mail, postage prepaid, to Client or BizLibrary in accordance with this Section.

12.11. **No Waiver of Sovereign Immunity**. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the Client, the Williamson County Commissioners Court, or the Williamson County Judge.

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BIZ LIBRARY

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. **Uptime Commitment.** BizLibrary will use commercially reasonable efforts to ensure that the Services will be available at least 99% of the time, as measured by calendar month, subject to the exclusions set forth below and also excluding scheduled downtime and any time necessary to implement any updates, upgrades or other modifications to the Services ("Uptime Commitment"). BizLibrary will use commercially reasonable efforts to minimize the effect of such maintenance on the Services.

2. **Exclusions.** The Uptime Commitment shall not apply in the event of any causes beyond the control of BizLibrary or its hosting provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, denial of service attacks, failure of the Internet generally, any actions or inactions of Client or any third party, or other failures.

3. **Service Credits.**

   3.1 If BizLibrary fails to meet the required Uptime Commitment in a particular calendar month, Client shall be entitled (as its sole and exclusive remedy) to a credit as set forth below (each an "Uptime Credit"). Any Uptime Credit issued for a particular calendar month will be calculated as a percentage of the actual subscription fees for such month and will be determined as follows:

Actual Uptime Percentage	Uptime Credit %
≥99%	0% of monthly subscription fee
95-99%	5% of monthly subscription fee
90-95%	10% of monthly subscription fee
<90%	20% of monthly subscription fee

   3.2 BizLibrary will provide Client with information to permit Client to determine whether the Uptime Commitment has been achieved, and Client agrees that only measurements provided by BizLibrary shall be used for calculation. Any applicable Uptime Credit will be issued as a credit against future subscription fees or, if no additional subscription fees are payable when the Agreement terminates, will be provided to Client in the form of a refund paid within thirty (30) days after the effective date of termination. All requests for credits must be received within seven (7) days after the end of the calendar month during which such credit accrued.

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BIZ LIBRARY

BY ACCEPTING THIS AGREEMENT, CLIENT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES.

BIZLIBRARY		**CLIENT** (name and address):	
By:	DocuSigned by: D8E7F214D766411...	By:	
Printed Name:	Chris Elliott	Printed Name:	
Title:	CRO	Title:	
Date:	9/21/2023 | 10:19 AM CDT	Date	

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BIZ LIBRARY

ORDER FORM

CLIENT INFORMATION			
SOLD TO	County of Williamson 1821 SE Inner Loop	**QUOTE NUMBER**	[redacted]
BILL TO	Georgetown, Texas 78626	**PRICING VALID THROUGH**	September 29, 2023
BILLING COMPANY	County of Williamson	**CONTRACT EFFECTIVE DATE**	October 1, 2023
BILLING CONTACT	Rebecca Clemons	**INITIAL TERM (Months)**	12
BILLING EMAIL	rebecca.clemons@wilco.org	**SALESPERSON**	Crystal Roberts
BILLING PHONE	(512)943-1592	**PO NUMBER**	

PAYMENT TERMS
Net 30

PRODUCT NAME	BILLING FREQUENCY	USERS	Total
BizLMS + BizLibrary Unlimited	Annual	250	$45,000.00

ORDER TOTAL: $45,000.00

Terms & Conditions -
This Order Form, made effective on the latest date set forth in the signature block below, set forth the Services (as defined in the applicable Master Subscription Agreement) to be provided by Business Training Library, LLC. ("BizLibrary") to the entity referenced above ("Client") and is governed by the terms and conditions of the BizLibrary Master Subscription Agreement found at www.bizlibrary.com/legal, the terms of which are fully incorporated herein by reference and made of this Agreement, unless (i) Client has a separate written master subscription agreement executed by BizLibrary for such services, in which case such written master services agreement will govern or (ii) otherwise set forth herein.

Price(s) shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.

Special Terms

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BIZ LIBRARY

ORDER FORM

County of Williamson	**BizLibrary**
	DocuSigned by: D8E7F214D786411...
Signature	Signature
	Chris Elliott
Name	Name
	CRO
Title	Title
	9/19/2023 | 2:55 PM CDT
Date	Date

HUMAN RESOURCES DEPARTMENT
Williamson County
100 Wilco Way, Suite HR 101
Georgetown, Texas 78626
Phone: 512/943-1533
Fax: 512/943-1535

Memorandum

DATE: September 14, 2023

SUBJECT: Vendor Selection #23RFQ103

The selected vendor regarding Request For Quotations #23RFQ103 is BizLibrary due to their public sector references submitted, extensive original content, customer service continuity, pricing, established turn-key system which is ready for immediate implementation, and ease of use per demonstration.

BizLibrary completed the RFQ in its entirety, is a true learning management system (not third party) and has a larger content library than other respondents.

Please contact me with further questions you may have,

Rebecca Clemons
Sr. Director of Human Resources
rclemons@wilco.org
512-943-1534

Commissioners Court - Regular Session **25.**

Meeting Date: 09/26/2023

Authorize Issuing Advertisement for RFP #23RFP111 Williamson County Fiber Optic Cabling Expansion for Information Systems

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 proposals for Williamson County Fiber Optic Cabling Expansion under RFP# 23RFP111. The Funding Source is ARPA , 445P FIBER IMPROVEMENT, 445A, TASK 2.1

Background

The County is seeking proposals from experienced companies for the installation of outside fiber, consisting of both aerial and underground pathways, connecting our buildings throughout the county. The selected company will be responsible for the full scope project, including survey, permitting, and construction costs, as well as any necessary right-of-way, attaching to existing poles, setting poles, boring and pull boxes. Installation of fiber to be done in 3 phases. The Funding Source is ARPA , 445P FIBER IMPROVEMENT, 445A, TASK 2.1, approved for $8,000,000.00. Point of Contact is Richard Semple and Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2023 10:53 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:04 AM
Form Started By: Brenda Fuller		Started On: 09/20/2023 02:18 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **26.**

Meeting Date: 09/26/2023

Approval of Agreement for Venue and Catering from Sheraton Austin Georgetown Hotel & Conference Center for the 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 agreement #2023284 between Black Forest Georgetown Hotel, LLC dba Sheraton Austin Georgetown Hotel and Conference Center and Williamson County for venue and catering services in the amount of $16,500.00, and authorizing execution of the agreement.

Background

Approval of this item will benefit the Williamson County Regional Animal Shelter. The Animal shelter solicited three quotes from different venues for the same services for their annual Furball fundraiser. The agreement is attached that outlines the details for the venue and catering services. General Counsel and Contract Audit have reviewed this purchase. This expenditure will be charged to donations 01.0546.0546.003670 for FY24. Department contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sheraton Agreement Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/20/2023 02:46 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 08:48 AM
Form Started By: Misty Brooks		Started On: 09/14/2023 08:28 AM
Final Approval Date: 09/21/2023		

WILLIAMSON COUNTY
SERVICE CONTRACT

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 the Texas Constitution, 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 SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Black Forest Georgetown Hotel, LLC (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein 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 service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein the to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if appliable

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

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before November 2, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be NA.

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

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*)	$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

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.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. 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. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

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.

VII.

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.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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.

X.

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.

XI.

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.

XII.

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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this

Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if appliable;
B. The cooperative purchasing contract or agreement appliable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Black Forest Georgetown Hotel, LLC.
Name of Service Provider

Authorized Signature

Alyssa Bahr
Printed Name

Date: Sept 13, 2023

Exhibit "A"
Quote/Proposal

SHERATON

CATERING SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

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

ORGANIZATION: Williamson County Animal Shelter
CONTACT:

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

NAME OF EVENT: Wilco Fur Ball 2024
REFERENCE #: [redacted]
OFFICIAL PROGRAM DATES: Saturday, 11/02/2024 - Sunday, 11/03/2024

GUEST ROOM COURTSEY BLOCK

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

Fur Ball Guests

Date	Day	Traditional King	Traditional Two Queen	Total Rooms
11/02/2024	Sat	7	3	10

Start Date	End Date	Room Type	Single
11/02/2024	11/02/2024	Traditional King	$179.00
11/02/2024	11/02/2024	Traditional Two Queen	$199.00

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

STATE COST-RECOVERY FEE

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

COMMISSION

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

METHOD OF RESERVATIONS

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

GUARANTEED RESERVATIONS

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

CUT-OFF DATE

Reservations by attendees must be received on or before Saturday, October 19, 2024, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Williamson County Animal Shelter group rate after this date.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

NO ROOM TRANSFER BY GUEST

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

BILLING ARRANGEMENTS

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

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

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

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

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

FUNCTION INFORMATION AGENDA/EVENT AGENDA

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

Date	Day	Start Time	End Time	Function Type	Setup	# People	Event Space
11/02/2024	Sat	10:00 AM	6:00 PM	Set Up	Rounds of 10	1	San Gabriel Ballroom EFGHJK
11/02/2024	Sat	6:00 PM	11:00 PM	Dinner	Rounds of 10	400	San Gabriel Ballroom EFGHJK

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

SPECIAL CONCESSIONS

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

- Reduced food & beverage minimum of $16,500 (Originally $28,000 for half the ballroom)
- Complimentary stage (based on hotel inventory) and parking for event attendees (based on availability)
- Complimentary linenless tables, chairs, china, cloth napkins, and votive candles
- Complimentary signage directing attendees to event space
- Dedicated events specialist to be at your service throughout the planning process
- Discounted beer, wine and liquor drink tickets at rate of $9 each (plus tax and service charge)
- Discounted plated three course dinner menu at reduced rate of $49 per person (plus tax & service charge) to include:
    - Chef's choice plated salad
    - Chef's choice plated chicken entrée with starch and vegetable
    - Chef's choice plated dessert
    - Warm freshly baked rustic rolls & sweet butter
    - Iced tea, ice water, Starbucks® regular and decaffeinated coffee, assorted Tazo® teas and condiments

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

DAMAGE TO FUNCTION SPACE

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

FACILITY FEES

Based on Williamson County Animal Shelter's requirements, Hotel's function space fees would be $10,000. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

OUTSIDE FOOD AND BEVERAGE POLICY

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

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Williamson County Animal Shelter agrees to a minimum banquet food and beverage revenue of **$16,500.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 30 days prior to Williamson County Animal Shelter's arrival date. Williamson County Animal Shelter shall provide Hotel with no less than 72 hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

ADVANCE PAYMENT

An advance payment of **$1,500** will be required in order to hold arrangements on a definite basis. This advance payment is due on **September 20, 2023** and will be credited toward the Master Account.

The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
$1,500	September 20, 2023
$2,500	January 10, 2024
$2,500	April 15, 2024
$5,000	July 15, 2024
$5,000	September 1, 2024
Remaining estimated balance	October 30, 2024

CANCELLATION

If Customer cancels this Agreement, customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

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

IMPOSSIBILITY

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

COMPLIANCE WITH LAW

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

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

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

DISPUTE RESOLUTION

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

LIQUOR LICENSE

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

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

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

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

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

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

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

PRIVACY

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

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

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

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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

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

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

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

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

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

GROUP MUST CHECK **ONE** OPTION BELOW:

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

Member Name _____

Marriott Bonvoy Membership Number _____

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

Participating airline name _____

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Participating airline frequent flyer account number_____

OR

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

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

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

HIGH RISK ACTIVITIES

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

ACCEPTANCE

When presented by the Hotel to Williamson County Animal Shelter, this document is an invitation by the Hotel to Williamson County Animal Shelter to make an offer. Upon signature by Williamson County Animal Shelter, this document will be an offer by Williamson County Animal Shelter. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Animal Shelter at any time prior to Williamson County Animal Shelter's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Animal Shelter on a first-option basis until September 20, 2023. If Williamson County Animal Shelter cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

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

SIGNATURES

Approved and authorized by Williamson County Animal Shelter:

Name: (Print) _____

Title: (Print) _____

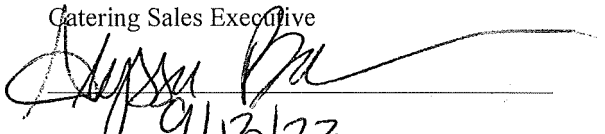
Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Alyssa Bahr

Title: (Print) Catering Sales Executive

Signature: 

Date: 9/13/23

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Commissioners Court - Regular Session **27.**

Meeting Date: 09/26/2023

No Kill Excellence Award Acceptance

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on the Williamson County Regional Animal Shelter recieving the No Kill Excellence Award from Best Friends Animal Society.

Background

The Williamson County Regional Animal Shelter was selected as one of the four Texas recipients of the Best Friends No-Kill Excellence Award. Best Friends would like to offer WCRAS a one-time payment of $40,000 in support of sustained lifesaving excellence of 90% or above at WCRAS and no kill lifesaving influence for other organizations in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Excellence

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 01:26 PM
Form Started By: Misty Valenta		Started On: 09/19/2023 01:35 PM
Final Approval Date: 09/20/2023		

Grant Agreement Between Best Friends Animal Society and Williamson County Regional Animal Shelter

This grant agreement ("Agreement") is made and entered into between Best Friends Animal Society, a Utah nonprofit corporation ("BFAS" or "Best Friends") and the Williamson County Regional Animal Shelter ("Agency"). Each party shall be referred to herein individually as a "Party," and collectively as the "Parties." This Agreement shall be effective as of the date on which it is fully executed by both Parties.

BACKGROUND

Best Friends is a leading national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters. Best Friends believes the no-kill philosophy is underpinned by one simple fact: every healthy or treatable animal should be saved. Generally, "no-kill" means that the shelter(s), private organizations, SPCAs and/or humane societies handling a community's animal control intake and surrenders are collectively saving all healthy or treatable animals. The industry standard for a quantitative no-kill benchmark is saving 90 percent or more of the animals who come through the community system. Just five years ago, nearly 1.5 million cats and dogs were being killed in America's shelters because shelters didn't have the community support, or the resources, they needed to save them. In 2016, Best Friends committed to change that by 2025, and we know that no single organization can do it alone, so we are working with agencies to share our resources and expertise to help their community achieve no-kill.

Due to the No Kill 2025 vision, Best Friends has a vested interest in helping Agency continue to maintain its save rate in a sustainable way and would like to work with Agency to achieve no-kill success in the 2024.

AGREEMENT

The activities covered by this Agreement are referred to as the "Project."

1. **Proposal**

Best Friends would like to offer Agency a one-time payment of $40,000 for general operations in support of sustained lifesaving excellence of 90% or above at Agency and no kill lifesaving influence for other organizations in 2024. The save rate calculation is determined using the following formula [(Live Intakes) – (Non-Live Outcomes)] divided by (Live Intakes).

2. **Goals**

The specific goal of the project is to sustain a 90% or higher save rate through 2025 and enhancing existing, nationally proven programs and policies without compromise to public safety from other organizations in the Williamson County area. Such programs and policies include, but are not limited to, a robust local adoption program with promotions and events, enhanced medical and sanitation, collaborative relationships with other animal welfare agencies, increasing returns to owners, community cat programming, finder to foster and owner retention programming, community engagement and action team partnerships with Best Friends, and

robust foster and volunteer programs.

3. **Commitment from Agency to BFAS**

In order for Best Friends to devote this grant to Agency, Agency agrees to do the following in support of the implementation of lifesaving programs:

A. Submit data monthly into Shelter Pet Data Aliance "SPDA" website by the 10th of the month through December 31, 2025.
B. Agree to help Best Friends gain detailed data, beyond and including SPDA statistics, to help with improvements of animal care and live outcome work in Williamson County as well as organizational sustainability for partner organizations.
C. Agree to post on all active social channels for Agency monthly from October 2023-September 2024 highlighting agency lifesaving stories or success with direct mention to Best Friends support of such work, and of agency goals for lifesaving and send monthly links to Paula Powell, Senior Strategist for the south-central region for verification.

4. **Project Branding Terms and Promotion**

Agency shall cooperate with Best Friends regarding the promotion of the grant and the subsequent lifesaving including mentioning Best Friends in operational lifesaving success ongoing through communications to the community and stakeholders. Both Parties may issue reports or statements to its members, the media and the public about the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Agency shall use their best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project, consistent with Agency's policies and procedures for such event(s). Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes subject to the release set forth below. Agency shall reasonably cooperate with Best Friends Network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Agency agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party. Agency understands and agrees that it may also grant or have granted Best Friends the ability to use Agency's intellectual property and other information through its execution of terms and commitments as part of Agency's participation as a Best Friends Network Partner or in a Best Friends' event.

5. **Agency's Representations and Warranties**

Agency represent and warrant that during the Term of this Agreement:

A. Agency is a qualified 501(c)(3) entity or government organization;
B. Agency is an activated member of the Best Friends Network;
C. Agency acknowledges that their animal welfare activities may be governed by a variety of federal, state, and local laws. Agency hereby warrants that they shall use their best efforts to comply with all applicable laws and shall not knowingly violate same;

D. Agency acknowledges and agrees that, given the complex nature of the environment where the services are to be provided, Best Friends makes no guarantees as to whether any lifesaving goals set forth in this Agreement will be met. All decisions relating to policies, procedures, the care and disposition of animals remain the sole responsibility of Agency.

6. **Photo, Video, Digital and Audio Release**

Agency grants to Best Friends permission and rights to photograph, video, and audio record any of Agency's programs or events for the duration of the Project. Agency grants to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Agency understand and agree that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the Project is complete and termination of this Agreement.

Agency further agrees not to make any claim against Best Friends or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Agency understands this Agreement releases and forever discharges Best Friends from any liability Agency, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

7. **Non-Disparagement**

Agency agrees not to disparage Best Friends during the agreement term of December 31,2025.

8. **Indemnity Agreement**

Agency and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Best Friends harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the Project. This includes lone acts or omissions by Agency as well as the combined acts of Agency with others. Except as prohibited by law, including Section 5 of Article XI of the Texas Constitution.

9. **Survival of Terms**

Intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnity agreements are perpetual. The Non-Disparagement clause survives for three years following the conclusion of the Project.

10. **Proprietary Information**

Agency acknowledges and agree that the following constitute "Proprietary Information": any

secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Agency will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Agency acknowledges and agrees that in the event Agency learns of or come into possession of any Best Friends proprietary information, Agency will notify Best Friends and return said information. Agency agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

11. **No Third-Party Beneficiaries**

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

12. **Notices**

Any notice required or provided for under this Agreement shall be provided in writing, and shall be deemed given when either personally delivered, sent by Certified U.S. Mail return receipt requested, delivered by courier and confirmed in writing, to the other Party at the address set forth below or to such other address as may be provided in writing for the delivery of notices hereunder. While email notice should be provided as a courtesy, it shall not be deemed sufficient notice for purposes of this Agreement:

If to Agency: Williamson County Regional Animal Shelter
Attn: Misty Valenta
1855 SE Inner Loop
Georgetown, TX
Tel: (512) 943-3322
Email: WCRAS@wilco.org
with a copy to mvalenta@wilco.org

If to BFAS: Best Friends Animal Society
Attn: Paula Powell
5001 Angel Canyon Rd.
Kanab, UT 84741
Tel: (435) 644-2001
Email: paulap@bestfriends.org
with a copy to legal@bestfriends.org

13. **Other**

These terms of this Agreement bind the successors and assigns of the Parties. Each term of this Agreement is material. Agency expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Parties agrees that in the event

that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises. No Party is responsible in any way for the debts of the other Party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. No Party has authority to bind the other to any contractual or other agreements and in no event shall any Party represent or hold itself out as acting on behalf of the Party hereto. *The remainder of this page is left intentionally blank. The signature page follows.*

By signing below, each Party acknowledges that the individual executing the Agreement on behalf of the entity has the authority to execute this Agreement, has read and understand this Agreement, and indicates the intent to electronically sign and have the Party be bound by the terms and conditions therein. The Parties agree that any electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Williamson County Regional Animal Shelter

Signature: _____

Printed Name: Bill Gravell, Jr.

Title: Williamson County Judge

Date: 09/26/2023

Best Friends Animal Society

Signature: Paula Powell

Printed Name: Paula Powell

Title: Senior Strategist

Date: 9/20/23

Commissioners Court - Regular Session **28.**

Meeting Date: 09/26/2023

Approval of Contract Renewal #3 for RFP #1978 Custodial and Sanitation Supplies and Services for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on renewing Contract #1978 for Custodian and Sanitation Supplies and Services, renewal option period #3, with McLemore Building Maintenance, for the same pricing, terms and conditions as the existing contract with the exception of an added location of 519 Pine per the attached pricing documentation for the term of January 1, 2024 - December 31, 2024.

Background

This is the third of four extensions for this contract. Facilities Management has confirmed the vendor met all the County requirements for this contract and requests renewal. There is no current increase using FY24 annual cost, but included in the cost was an added location of 519 Pine to increase the cost by 2% for FY24. Funding Source will be 01.0100.0509.004962 in addition to various funding sources from other departments and 01.0546.0546.004999 (Animal Shelter). Department Points of Contacts are Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Contract 2019

Renewal #3 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/20/2023 02:13 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 08:43 AM
Form Started By: Kim Chappius		Started On: 08/02/2023 02:48 PM
Final Approval Date: 09/21/2023		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(WilCo RFP #1978)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, such additional services shall be described in a separate written

amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting January 1, 2020 with the initial term continuing until December 31, 2021. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to four (4) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in Response(s) to RFP #1978, including the Best and Final Offer ("BAFO") from Service Provider, and include a total annual amount of $2,271,264.72 for the bulk of services which will be paid on a monthly basis in the amount of $189,272.05 for services rendered. Additionally, there are also: 1) discretionary special request service(s) at $18.50/hour; and (2) labor for the Williamson County Expo Center event services at $25.00/hour subject to budgeted amounts.

Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

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

fall on a Saturday or Sunday.

IV.

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

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

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

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

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

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

V.

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

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

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

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING; OR IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Bill Gravell Jr.
Printed Name

Date: November 19, 2019

SERVICE PROVIDER:

Authorized Signature

Richard B. Rodriguez
Printed Name

Date: 11/5/, 2019

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	1978	**Department:**	FACILITIES MANAGEMENT
Vendor Name:	MCLEMORE BUILDING MAINTENANCE INC		
Purpose/Intended Use of Product or Service (summary): RENEWAL #3/JANITORIAL AND CUSTODIAL SERVICES			
Type of Contract:	RFP	**Start Date:**	01/01/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	12/31/2024
Department Contact:	SHANTIL MOORE/CHRISTI STROMBERG		

- **Williamson County wishes to extend this bid/proposal for the same price (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with McLemore Building Maintenance Inc.**
- **PLEASE INCLUDE THE FOLLOWING:**
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 3rd and of four (4) one (1) year renewal option periods:**

Renewal Option Period 3	January 1, 2024 – December 31, 2024
Renewal Option Period 2	January 1, 2023 – December 31, 2023
Renewal Option Period 1	January 1, 2022 – December 31, 2022
Initial Contract Period	January 1, 2020 – December 31, 2021

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

Vendor McLemore Building Maintenance, Inc.

Name Richard Rodriguez

Title President

Signature Richard B. Rodriguez

Date 7-14-2023

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Contract	Building Name	Monthly Janitorial Expense FY20	Annual Cost FY20	Monthly Janitorial Expense FY21	Annual Cost FY21	Monthly Janitorial Expense FY22	Annual Cost FY22	Monthly Janitorial Expense FY23	Annual Cost FY23	Monthly Janitorial Expense FY24	Annual Cost FY24
1000	Historic Courthouse	$5,813.26	$69,759.14	$6,140.13	$73,681.56	$6,140.13	$73,681.56	$6,537.12	$78,445.44	$6,537.12	$78,445.44
1001	Historical Museum (Farmers St Bank Bldg)	$855.86	$10,270.32	$855.86	$10,270.32	$855.86	$10,270.32	$870.00	$10,440.00	$870.00	$10,440.00
1002	Georgetown Health Department	$1,757.80	$21,093.60	$1,757.80	$21,093.60	$1,852.32	$22,227.84	$1,875.22	$22,502.64	$1,875.22	$22,502.64
1003	Taylor Health Dept	$3,634.88	$43,618.56	$3,634.88	$43,618.56	$3,721.62	$44,659.44	$3,738.04	$44,856.48	$3,738.04	$44,856.48
1005	Round Rock Annex Bldg A	$1,691.34	$20,296.08	$1,691.34	$20,296.08	$1,697.18	$20,366.16	$1,772.18	$21,266.16	$1,772.18	$21,266.16
1006	Round Rock Annex Bldg B	$3,444.82	$41,337.84	$3,444.82	$41,337.84	$3,472.34	$41,668.08	$3,462.34	$41,548.08	$3,462.34	$41,548.08
1007	516 Pine	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,440.00	$53,280.00

1008	Sheriff Administration / Jail	$8,565.02	$102,780.23	$8,565.02	$102,780.23	$8,841.38	$106,096.56	$9,801.38	$117,616.56	$9,801.38	$117,616.56
1009	Criminal Justice Center	$34,398.70	$412,784.40	$34,398.70	$412,784.40	$34,633.61	$415,603.32	$38,083.61	$457,003.32	$38,083.61	$457,003.32
1011	Lott Bldg (SO)	$1,208.47	$14,501.64	$1,208.47	$14,501.64	$0.00	$0.00	$695.00	$8,340.00	$695.00	$8,340.00
1012	Health Dept Education Center	$748.96	$8,987.52	$748.96	$8,987.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1013	Health Dept Environmental	$467.38	$5,608.56	$467.38	$5,608.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1017	Game Warden	$164.95	$1,979.40	$164.95	$1,979.40	$171.90	$2,062.80	$170.70	$2,048.40	$170.70	$2,048.40
1019	303 MLK	$409.38	$4,912.56	$409.38	$4,912.56	$433.01	$5,196.12	$441.28	$5,295.36	$441.28	$5,295.36
1020	305 MLK	$340.30	$4,083.60	$340.30	$4,083.60	$356.98	$4,283.76	$381.12	$4,573.44	$381.12	$4,573.44

1022	Old Jail Building - Health Dept Admin	$699.90	$8,398.80	$699.90	$8,398.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1024	Life Steps/Red House	$0.00	$0.00	$0.00	$0.00	$115.00	$1,380.00	$155.00	$1,860.00	$155.00	$1,860.00
1026	Central Maintenance Facilities	$5,219.77	$62,637.28	$5,219.77	$62,637.28	$5,486.01	$65,832.12	$5,617.66	$67,411.92	$5,617.66	$67,411.92
1029	Storage/Warehouse / Brown Santa	$847.54	$10,170.48	$847.54	$10,170.48	$100.00	$1,200.00	$100.00	$1,200.00	$100.00	$1,200.00
1032	Cedar Park Annex	$5,686.50	$68,238.00	$5,686.50	$68,238.00	$6,117.40	$73,408.80	$7,307.40	$87,688.80	$7,307.40	$87,688.80
1033	Taylor Annex	$5,090.23	$61,082.75	$5,090.23	$61,082.75	$5,314.73	$63,776.76	$5,649.73	$67,796.76	$5,649.73	$67,796.76
1043	Inner Loop Annex	$10,994.85	$131,938.20	$10,994.85	$131,938.20	$11,599.50	$139,194.00	$12,155.31	$145,863.72	$12,155.31	$145,863.72
1044	Sheriff Office - Eastside	$385.71	$4,628.52	$385.71	$4,628.52	$406.56	$4,878.72	$431.06	$5,172.72	$431.06	$5,172.72

1045	Juvenile Justice Center	$16,411.26	$196,935.12	$16,411.26	$196,935.12	$16,585.01	$199,020.12	$19,040.01	$228,480.12	$19,040.01	$228,480.12
1046	Parking Garage CJC/Jail	$81.60	$979.20	$81.60	$979.20	$81.60	$979.20	$56.30	$675.60	$56.30	$675.60
1047	Taylor Expo Center	$2,209.87	$26,518.44	$2,209.87	$26,518.44	$2,333.58	$28,002.96	$2,447.34	$29,368.08	$2,447.34	$29,368.08
1048	JP Pct 4	$980.45	$11,765.35	$980.45	$11,765.35	$1,035.32	$12,423.84	$1,049.33	$12,591.96	$1,049.33	$12,591.96
1050	Sheriff Gun Range	$109.05	$1,308.60	$109.05	$1,308.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1050	Sheriff Gun Range Restroom	$0.00	$0.00	$0.00	$0.00	$103.55	$1,242.60	$105.00	$1,260.00	$105.00	$1,260.00
	Sheriff Gun Range - Range Master HQ Building	$0.00	$0.00	$0.00	$0.00	$145.00	$1,740.00	$210.00	$2,520.00	$210.00	$2,520.00
	Sheriff Gun Range - Hutto Community Room	$0.00	$0.00	$0.00	$0.00	$145.00	$1,740.00	$220.00	$2,640.00	$220.00	$2,640.00
1051	Georgetown Tax Office	$2,903.57	$34,842.87	$2,903.57	$34,842.87	$3,084.06	$37,008.72	$3,204.00	$38,448.00	$3,204.00	$38,448.00

1062	Hutto Annex	$805.15	$9,661.80	$805.15	$9,661.80	$805.15	$9,661.80	$805.12	$9,661.44	$805.12	$9,661.44
1063	Facilities Services Center	$4,063.70	$48,764.40	$4,063.70	$48,764.40	$4,119.30	$49,431.60	$4,384.10	$52,609.20	$4,384.10	$52,609.20
1064	Children's Advocacy Center - Bldg 1	$1,359.84	$16,318.08	$1,359.84	$16,318.08	$145.00	$1,740.00	$1,816.29	$21,795.48	$1,816.29	$21,795.48
	Children's Advocacy Center - Bldg 2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,939.00	$35,268.00	$2,939.00	$35,268.00
1066	Round Rock Jester Annex	$5,126.28	$61,515.36	$5,126.28	$61,515.36	$5,532.16	$66,385.92	$5,805.42	$69,665.04	$5,805.42	$69,665.04
1071	Emergency Service Operation Center (ESOC)	$5,307.00	$63,684.00	$5,307.00	$63,684.00	$5,724.00	$68,688.00	$5,930.24	$71,162.88	$5,930.24	$71,162.88
1072	Parks HQ Southwest Regional Park	$1,072.23	$12,866.70	$1,072.23	$12,866.70	$1,127.41	$13,528.92	$1,171.55	$14,058.60	$1,171.55	$14,058.60
1073	Williamon County Cities Health District (WCCHD)	$5,806.46	$69,677.47	$5,806.46	$69,677.47	$6,149.90	$73,798.80	$6,493.11	$77,917.32	$6,493.11	$77,917.32

1075	Sheriff's Office Training Center (SOTC)	$5,931.48	$71,177.78	$5,931.48	$71,177.78	$6,264.75	$75,177.00	$6,414.75	$76,977.00	$6,414.75	$76,977.00
1077	Wireless Communication	$2,235.43	$26,825.19	$2,235.43	$26,825.19	$2,312.23	$27,746.76	$1,297.91	$15,574.92	$1,297.91	$15,574.92
1078	EMS Training	$10,993.39	$131,920.63	$10,993.39	$131,920.63	$11,491.67	$137,900.04	$11,491.67	$137,900.04	$11,491.67	$137,900.04
1079	Vehicle Impound	$1,248.18	$14,978.16	$1,248.18	$14,978.16	$1,276.54	$15,318.48	$1,159.54	$13,914.48	$1,159.54	$13,914.48
1080	Georgetown Annex	$17,135.55	$205,626.60	$17,135.55	$205,626.60	$17,948.70	$215,384.40	$19,583.70	$235,004.40	$19,583.70	$235,004.40
1081	Liberty Hill CSCD	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$530.00	$6,360.00	$530.00	$6,360.00
1082	Public Safety Bldg	$981.95	$11,783.40	$981.95	$11,783.40	$1,016.70	$12,200.40	$1,075.00	$12,900.00	$1,075.00	$12,900.00
1084	Georgetown Internal Audit	$941.40	$11,296.80	$941.40	$11,296.80	$976.15	$11,713.80	$1,056.15	$12,673.80	$1,056.15	$12,673.80

1087	River Ranch	$0.00	$0.00	$0.00	$0.00	$650.00	$7,800.00	$880.00	$10,560.00	$880.00	$10,560.00
	Interpretive Center	$0.00	$0.00	$0.00	$0.00	$550.00	$6,600.00	$1,215.00	$14,580.00	$1,215.00	$14,580.00
1086	Commissioner Pct 4	$805.15	$9,661.80	$0.00	$0.00	$100.00	$1,200.00	$150.00	$1,800.00	$150.00	$1,800.00
1090	Bob Phillips Building	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$920.00	$11,040.00	$920.00	$11,040.00
WCRAS	Wilco Regional Animal Shelter & Additional Building	$1,884.71	$22,616.52	$1,884.71	$22,616.52	$2,072.04	$24,864.48	$2,856.24	$34,274.88	$2,856.24	$34,274.88
Total		**$180,819.31**	**$2,169,831.76**	**$180,341.03**	**$2,164,092.38**	**$183,090.35**	**$2,197,084.20**	**$203,550.92**	**$2,442,611.04**	**$207,990.92**	**$2,495,891.04**

*******Notes: Price increase falls with 25% allowed per bid contract term. The current increase is 1.5% using FY21 and FY22 annual cost*******

*******Notes: Price increase falls with 25% allowed per bid contract term. The current increase is 11% using FY22 and FY23 annual cost*******

******Notes: Price increase falls with 25% allowed per bid contract term. There wasn't a price increase to FY23-FY24 of the original locations but have added one new location (519 Pine) making the increase 2% to the FY23 and FY24 annual cost*******

WILCO - 1978 McLemore Building Maintenance - Supply Inventory List 1/01/2023 - 12/31/2024			
Description	**Pack**	**UOM**	**Price**
Tork Matic Brown Basic Roll Towel	6	CS	$51.18
Envision White 2-Ply Toilet Tissue	80	CS	$59.23
Tork Mini Jumbo 2-Ply Toilet Tissue	12	CS	$51.50
30"X35" 8 Micron Natural Can Liner	500	CS	$27.44
40"X46" 12 Micron Natural Can Liner	250	CS	$36.06
1200ml Clear & Mild Foam Handwash	2	CS	$45.29
Half-Fold Seat Cover	5000	CS	$59.21
77 Sanisac Liner	500	CS	$33.85
D Cell Alkaline Battery 4 Pack	4	PAK	$16.76

Labor – Expo Event Services 1/01/2023 - 12/31/2024	
Hourly Labor Rate for Expo Event services – The following price, minimum hours per event and inventory cost sheet are for services that are not included in the monthly services due to Event requests.	
Labor Rate for Event Services:	**$35.00**
Minimum Hours per Event	**2**
Supply Inventory Cost Sheet	See above for the inventory sheet for 2024

Commissioners Court - Regular Session **29.**

Meeting Date: 09/26/2023

CTTC Winter Storm Repairs (P565) - The Roof Co - CO 5

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from the Waco Roof Co, LLC Change Order No. 5 for the Central Texas Treatment Center (CTTC) Winter Storm Repairs project (P565) for a time extension of 120 days. Funding Source is P565.

Background

This change order to add 120 days toward substantial completion for a new date of January 20, 2024. There are no additional funds requested. Department point of contact is Thomas Crockett, Facilities Management Project Manager. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is P565.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CO5-The Roof Co

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/21/2023 10:20 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 10:25 AM
Form Started By: Wendy Danzo		Started On: 09/21/2023 10:16 AM
Final Approval Date: 09/21/2023		

Change Order

No. 5

Date of Issuance: 9/20/2023

Project: Wilco CTTC - Repairs (Freeze) Owner: **Williamson County**	Contract Name: Contract # 0509-20-1042-0409-4987
	Date of Contract: 6/2/2021
Contractor: The Roof Co. Waco LLC.	Project No.: Wilco CTTC Repairs

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Time Extension

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 776,103.37

Contract Price prior to this Change Order:

$ $1,726,322.52

Increase/Decrease of Contract Price under this Change Order:

$ 0

Contract Price incorporating this Change Order:

$ 1,726,322.52

CHANGE IN CONTRACT TIMES:

Original Contract Times: June 2nd, 2021

Substantial completion (days or date): _____

Final Completion (days or date): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/22/2023

Final Completion (days or date): 9/22/2023

Increase/Decrease of days under this Change Order: 120

Substantial completion (days or date): 1/20/2024

Final Completion (days or date): 2/20/2024

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Final Completion (days or date): _____

NOT EFFECTIVE UNTIL SIGNED BY PROJECT ARCHITECT/ENGINEER, CONTRACTOR AND OWNER. BECOMES EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

Recommended:

Project Architect/Engineer
By: Trenton Jacobs
Signature:
Date: 9/21/23, 2023

Accepted:

Contactor
By: Austin Montgomery
Signature: Austin Montgomery
Date: September 20, 2023

Accepted:

Owner:
By: Dale Butler
Signature:
Date: Sept. 21, 2023

Commissioners Court - Regular Session **30.**

Meeting Date: 09/26/2023

Approval of Consent to Contract Assignment for Austin White Lime Company, Ltd. for Road And Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, Austin White Lime Company, Ltd. (the Assignor), and Lhoist North American, Inc. (the Assignee) in relation to IFB #22IFB144 Hydrated Lime Slurry, awarded on October 25, 2022 and authorizing the execution of the Consent to Assignment.

Background

Robinson Family Management, owner of Austin White Lime Company ("AWL"), has made the strategic decision to shift its focus from the commercial side of its lime business and expand upon other business interests. To effect this strategic shift and provide for continued security of supply to its customers, AWL has entered into an agreement with Lhoist North America ("LNA") whereby LNA will assume AWL's existing customer base effective 9/1/2023. **AWL will continue to produce lime for resale by LNA**, with all customer commercial aspects being handled directly by LNA. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Contract Signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/20/2023 03:01 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:22 AM
Form Started By: Kim Chappius		Started On: 09/19/2023 01:45 PM
Final Approval Date: 09/21/2023		

Austin White Lime Company
CHEMICAL, BUILDING AND STABILIZATION LIME

Austin White Lime Company, Ltd.
14001 McNeil Road
Austin, Texas 78728

August 25, 2023

Via email and Overnight Delivery

Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Ste. P101
Georgetown, TX 78626

Re: Invitation for Bid and Terms and Conditions between Austin White Lime Company, Ltd. (**"AWLC**") and Williamson County, Texas (the "**County**") and one or more associated Purchase Orders, which govern the sales order beginning June 27, 2023 ending December 31, 2023, which has been assigned the following sales order number by AWLC: **10315** (collectively, the "**Agreement**").

Dear Williamson County, Texas:

Please be advised that AWLC is currently negotiating an Asset Purchase Agreement (the "**Purchase Agreement**") pursuant to which, upon closing of the transactions contemplated by the Purchase Agreement, AWLC will transfer all of its customer contracts, including the Agreement, to Lhoist North America, Inc. ("**LNA**") (the "**Transaction**"). AWLC is requesting the County's consent to an assignment of the Agreement.

By executing this letter agreement in the spaces provided below, the County and AWLC agree that, effective as of, and conditioned upon, the consummation of the Transaction, the County, on behalf of itself and its successors and assigns, hereby (i) acknowledges receipt of notice of the Transaction and waives any notice time period requirement with respect thereto, (ii) consents to the assignment of the Agreement to LNA for all purposes under the Agreement, (iii) agrees that the consummation of the Transaction and the assignment of the Agreement to LNA will not constitute a violation, breach, or default under any term or provision of the Agreement (or waives such violation, breach or default to the extent applicable), (iv) acknowledges and agrees that the Agreement will remain in full force and effect in accordance with its terms following the consummation of the Transaction and assignment of the Agreement to LNA, and (v) waives any requirement in the Agreement that this letter agreement be sent using a particular delivery method.

None of the parties hereto waives, alters or amends any of their respective rights under the Agreement, or any other terms or conditions of the Agreement, except as expressly set forth in this letter agreement. This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of the executed signature pages by email transmission, in "portable document format," or by other electronic means shall constitute effective and binding execution and delivery of this letter agreement.

P. O. Box 9556 Austin, Texas 78766 512-255-3646 800-553-5463 FAX 512-388-1220

Please acknowledge that this letter agreement accurately reflects the agreement between the County and AWLC regarding the matters set forth above by executing this letter agreement in the space provided below. Please do not hesitate to contact Mark Ross, COO/CFO of AWLC, at mross@austinwhitelime.com or (309) 428-5925 with any questions regarding this letter.

Sincerely,

AWLC:

AUSTIN WHITE LIME COMPANY, LTD.
BY: ROBINSON FAMILY MANAGEMENT

By: _____
Name: Mark Ross
Title: Chief Operations Officer and
Chief Financial Officer

Accepted and agreed as of the _____ day of _____, 2023.

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

P. O. Box 9556 Austin, Texas 78766 512-255-3646 800-553-5463 FAX 512-388-1220

Commissioners Court - Regular Session **31.**

Meeting Date: 09/26/2023

Approval of Agreement for Heavy Equipment Operator Safety Class with Randy Praag d/b/a Training Texas 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 approving agreement #2023274 for Heavy Equipment Operator Safety Class, between Randy Praag d/b/a Training Texas Group and Williamson County in the not-to-exceed amount of Forty-Eight Thousand Eight Hundred Twenty-Five Dollars ($48,825.00), exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [personal or professional service] and authorizing the execution of this agreement.

Background

The Road and Bridge department submitted a training proposal schedule for training courses to be held during FY2024, for Heavy Equipment Operator Safety Classes. The funding source is 01.0200.210.004232 and the point of contact is Lee Garrett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2023 11:48 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:56 AM
Form Started By: Johnny Grimaldo		Started On: 09/19/2023 03:03 PM
Final Approval Date: 09/21/2023		

WILLIAMSON COUNTY
SERVICE CONTRACT
FOR WORKFORCE TRAINING SAFETY CLASSES
(Training Texas)

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 the Texas Constitution, 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 SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randy Plaag dba Training Texas** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein 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 work described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

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

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be effective as October 1, 2023 (the "Effective Date") and shall continue until September 30, 2024, unless terminated earlier pursuant to

this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Forty-Eight Thousand Eight Hundred Twenty-Five Dollars ($48,825.00).

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 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.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. 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. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

V.

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.

VI.

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. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

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.

IX.

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.

X.

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.

XI.

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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XII.

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

XIII.

No Assignment: Service Provider may not assign this Contract.

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.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

A. As described in the attached Quote, and being marked **Exhibit "A,"** and
B. This Contract.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XX.

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.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Randy Plaag dba Training Texas
Name of Service Provider

Randy C. Plaag
Authorized Signature

Randy C. Plaag
Printed Name

Date: Sept 13 ___, 2023

Exhibit A

Randy C. Plaag dba Training Texas | P O Box 132 | Kurten, TX 77863

Wilco 2023-2024 Training Proposal

Oct. 23-26, 2023 2 Loader Dump truck Safety Cost: $5,100.00

4 participants 16 hours per session - 2 sessions

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Loaders 1 dump truck for second day of each session

Nov. 13-16, 2023 Asphalt Distributor Operator Cost: $5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Asphalt Distributors

Nov. 27-30 2023 2- Loader Dump truck Safety Cost $5100.00

4 participants 16 hours per session - 2 sessions

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Loaders 1 dump truck for second day of each session

Dec. 11-12, 2023 Basic Maintainer Operator Cost: $5100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Maintainers

Jan. 9-10, 2024 Equipment Preventive Maintenance Cost: $2,800.00

10 participants 16 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 1 Dump Truck & 2 pieces of equipment to inspect

Jan. 17, 2024 Equipment Load and Tie Cost: $1,400.00

10 participants 8 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: Dump Truck with Trailer, Pick up with Trailer, and equipment to load

Feb. 5-8, 2024 Advanced Maintainer Operator Cost: $5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Maintainer's

March 11-14, 2024 Basic Backhoe Loader Operator Cost: $5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Backhoe's

March 18-20, 2024 Advanced Backhoe Loader Operator Cost: $3,825.00

4 participants 24 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Backhoe's

April 15-18, 2024 Regenerative Air Sweeper Operator Cost: $5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Sweeper's

May 13-16, 2024 Telescopic Hydraulic Excavator Operator Cost: $5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Telescopic Hydraulic Excavators

Above are the proposed class dates and prices for the 2023/2024 training season. As always we are flexible with these dates. Thank You for trusting Training Texas with your Heavy Equipment Training needs.

Sincerly,

Randy C. Plaag | 979.224.6614 | rcplaag.trainingtexas@gmail.com

Commissioners Court - Regular Session **32.**

Meeting Date: 09/26/2023

B2Z Engineering 21RFSQ14 WA1 HMAC CR 200

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $80,881.00 to expire September 19, 2024 under Williamson County Contract for Engineering Services between B2Z Engineering LLC and Williamson County dated May 31, 2022 for Hot Mix Asphalt Concrete (HMAC) Widening on CR 200. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

B2Z Engineering 21RFSQ14 WA1 HMAC CR 200

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/18/2023 03:18 PM
County Judge Exec Asst.	Becky Pruitt	09/19/2023 08:12 AM
Form Started By: Vicky Edwards		Started On: 09/13/2023 02:48 PM
Final Approval Date: 09/19/2023		

WORK AUTHORIZATION NO. 1

PROJECT: Engineering Services for Hot Mix Asphalt Concrete (HMAC) Widening on CR 200

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **B2Z Engineering, LLC** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$80,881.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 19, 2024**. 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:
B2Z Engineering, LLC	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Aisha Gonzalez Printed Name	_____ Printed Name
President 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

Attachment A - Services to be Provided by County

Williamson County Road& Bridge Division personnel will provide:

- Project direction, review and oversight
- Existing LIDAR contours and apparent ROW (Wilco's GIS Department)
- Existing roadway centerline alignment
- Geotechnical investigations and pavement design
- Existing culvert sizes and elevations
- Construction oversight, administration and management

Attachment B - Services to be Provided by Engineer

Project Locations:

1. CR 200 from from Lackey Creek to CR 203 (~2 miles)

Task 1: Project Management

Attend progress review meetings with Road & Bridge Division at 50%. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: LIDAR Contours and Apparent R.O.W.

To be provided by the County's GIS Department.

Task 3: Preliminary Engineering

Data collection and field reconnaissance.

Task 4: Geotechnical Investigations

To be provided by the County
(pavement design)

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Determine parallel driveway pipes or utilities in need of replacement due to roadway widening.. Prepare final detailed design and PS&E.

Plan Sheets (11"x17"):

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Construction Notes
- Erosion Control Plan
- Traffic Control/Detour Plans (if necessary)
- Roadway Plan & Plan Sheets showing roadway centerline, stationing, apparent ROW, required erosion control measures, 1' LIDR contours, and aerial background (provided by the County).
- TxDOT standards for proposed improvements to parallel driveway pipes and non-

bridge class cross culverts

Provide general notes and technical specifications, estimates and quantities, and bid form for proposed drainage facility improvements. Provide exhibits (8.5”x11” plan view) for temporary construction and /or drainage easements to facility construction of proposed drainage improvements (if necessary). Exhibits shall show roadway centerline, apparent ROW line, boundary and dimensions of proposed easement for the use in preparing easement documents by others.

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Deliverables:

50% Submittal:

- Scroll plot of drainage areas and runoff calculations for each roadway
- 11”x17” plan sheets, estimates and quantities for each roadway

100% Submittal:

- Scroll plot of drainage areas and runoff calculations for each roadway
- 11”x17” plan sheets for each roadway
- General Notes and Technical Specifications for each roadway
- Estimates and quantities, bid form for each roadway
- Temporary construction and/or drainage easement exhibits on 8.5”x11” (if necessary)

Final Signed and Seal Submittal:

- 11”x17” plan sheets for each roadway
- Temporary construction and/or drainage easement exhibits on 8.5”x11” (if necessary)

Attachment C - Work Schedule

Please see next page.

EXHIBIT C					
Task No.	**Task Name**	**Duration (Work Days)**	**Time**	**Start**	**Finish**
	1. CR 200 (Approximately 10,560')				
1	WA #1 - Notice to Proceed	0	Days	9/19/2023	9/19/2023
2	Survey (by others)	8	Days	9/19/2023	9/29/2023
3	Design	5	Days	9/29/2023	10/6/2023
4	50% PS&E	5	Days	10/6/2023	10/13/2023
5	QA/QC	1	Days	10/13/2023	10/16/2023
6	Submit 50% PS&E (County Road 200)	0	Days	10/16/2023	10/16/2023
7	County Review	2	Days	10/16/2023	10/18/2023
8	Address 50% comments	1	Days	10/18/2023	10/19/2023
9	100% PS&E	4	Days	10/19/2023	10/25/2023
10	QA/QC	1	Days	10/25/2023	10/26/2023
11	Submit 100% PS&E	0	Days	10/26/2023	10/26/2023
12	County Review	2	Days	10/26/2023	10/30/2023
13	Address 100% comments	1	Days	10/30/2023	10/31/2023
14	Final PS&E	1	Days	10/31/2023	11/1/2023
18	Submit Final PS&E	0	Days	11/1/2023	11/1/2023

Attachment D - Fee Schedule

Please see next page.

Prime Provider: B2Z Engineering, LLC
HWY: Various
Limits: Various
County: Williamson County
Method of Payment: Lump Sum
Sub-Provider Name:

			MANHOURS										
		TASKS	Principal	Project Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineering Tech	Engineering Tech	Admin / Clerical	Total Hours / Sub-Consultant Fee	Number of Sheets	Total Line Item Cost
		CR 200 HMAC Widening											
Task 1: Project Management													
	1	Project Administration	1	6						6	13		$2,225.00
	2	Maintain Project Records	1	1	1					4	7		$1,030.00
	3	Periodic Progress Meetings (County)	1	1	1						3		$730.00
	5	QA/QC	1	1	2	4	1				9		$1,830.00
	6	Invoice Preparation	1	3						9	13		$1,700.00
	7	Progress Reports	1	2						8	11		$1,375.00
	8	Plans Preparation Submittal	1	1	1	2				2	7		$1,270.00
		Task 1 Subtotal Labor Hours	**7**	**15**	**5**	**6**	**1**	**0**	**0**	**29**	**63**		**$10,160.00**
Task 2: LIDAR Contours and Apparent R.O.W.													
	1	**PERFORMED BY COUNTY**											
Task 3: Preliminary Engineering													
	1	Site Visits & Data Collection		2	2	6	6				16		$2,770.00
	2	Design Criteria		1		1	2				4		$675.00
	3	Preliminary Cost Estimates		1	4	8	6				19		$3,320.00
		Task 3 Subtotal Labor Hours	**0**	**4**	**6**	**15**	**14**	**0**	**0**	**0**	**39**		**$6,765.00**
Task 4: Geotechnical Investigations													
	1	**PERFORMED BY COUNTY**											
Task 5: Environmental Studies (N/A)													
	1	NOT APPLICABLE TO PROJECT											
Task 6: Utility Coordination (N/A)													
	1	NOT APPLICABLE TO PROJECT											
Task 7: FEMA Coordination (N/A)													
	1	NOT APPLICABLE TO PROJECT											
Task 8: Final Engineering													
		CR 200 (2.0 Miles) PS&E Development											
	1.1	**Roadway Design**											
	1.1.1	Title Sheet	1		2	2	2	2			9	1	$1,615.00
	1.1.2	Index of Sheets	1		1	2	2	2			8	1	$1,410.00
	1.1.3	Summary of Roadway Quantities	1	1	2	6	4	2			16	1	$2,875.00
	1.1.4	Survey Control Sheets			1	3	4	8			16	2	$2,490.00
	1.1.5	Establish Horizontal Alignment/Horizontal Alignment Data Sheet	1	1	4	6	8	4			24	1	$4,055.00
	1.1.6	Typical Sections	1	1	4	6	8	10			30	2	$4,985.00
	1.1.7	Project Layout	1	1	2	3	4	4			15	1	$2,600.00
	1.1.8	Traffic Control Narrative	1	1	2	3	6	2			15	1	$2,520.00
	1.1.9	Plan Sheets	1	16	24	50	68	56			215	13	$35,445.00
	1.1.10	Assemble Applicable Standards (I.E. Miscellaneous TCP and Erosion Details)		1	2	3	4	4			14	15	$2,325.00
	1.1.11	Create Project General Notes	1		4	8	4				17		$3,115.00
		CR 200 Subtotal Labor Hours	**9**	**22**	**48**	**92**	**114**	**94**	**0**	**0**	**362**		**$60,320.00**
		Task 8 Subtotal Labor Hours	**9**	**22**	**48**	**92**	**114**	**94**	**0**	**0**	**362**		**$60,320.00**
Total Labor Hours			**16**	**41**	**59**	**113**	**129**	**94**	**0**	**29**	**481**		**$77,245.00**
Hourly Contract Rate			$275.00	$250.00	$205.00	$195.00	$115.00	$155.00	$95.00	$75.00			
Total Fee Proposal			**$4,400.00**	**$10,250.00**	**$12,095.00**	**$22,035.00**	**$14,835.00**	**$14,570.00**	**$0.00**	**$2,175.00**	**$80,360.00**		

Sub-Consultant & Special Service Summary (Without ODE's)

1

Total Sub-Consultant & Special Service Fees **$0.00**

Direct Expenses	**Unit**	**Unit Price**	**Quantity**	**Cost**
Mileage	Mile	$0.625	400	$250.00
Photocopies B/W (11" X 17")	Each	$0.21	600	$126.00
Photocopies B/W (8 1/2" X 11")	Each	$0.10	150	$15.00
Photocopies Color (11" X 17")	Each	$1.30	100	$130.00
Total Direct Expenses (Edge Engineering)		See Edge Proposal		$0.00
Total Direct Expenses				**$521.00**

B2Z Engineering WA#1 Total Cost **$80,881.00**

Commissioners Court - Regular Session **33.**

Meeting Date: 09/26/2023

Alliance 21RFSQ14 WA2 CR 404

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $49,030.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated June 14, 2022 for County Road 404 Pavement Rehab. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 21RFSQ14 WA2 CR 404

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/18/2023 03:18 PM
County Judge Exec Asst.	Becky Pruitt	09/19/2023 08:12 AM
Form Started By: Vicky Edwards		Started On: 09/13/2023 03:04 PM
Final Approval Date: 09/19/2023		

WORK AUTHORIZATION NO. 2

PROJECT: County Road 404 Pavement Rehab

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **June 14, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (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 **$49,030.00**.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

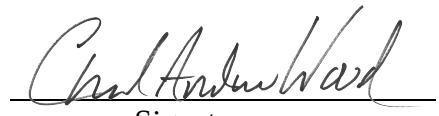
Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2024**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date 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 _____, 2023.

ENGINEER:	COUNTY:
Alliance Transportation Group	Williamson County, Texas
By: 	By: _____
Signature	Signature
Chad Andrew Wood	Bill Gravell, Jr.
Printed Name	Printed Name
Vice-President, Dir. of Engineering	Williamson County Judge
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

Attachment A

Services to be Provided by County
CR 404

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review, and oversight
- Geotechnical investigations, data, and reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration, and management.

Attachment B

Services to be Provided by the Engineer

Project Location:

CR 404 from FM 3349 to Samsung Highway (approx. 10,000LF) ~ Williamson County Texas

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

N/A

Task 3: Preliminary Engineering

Conduct Site Visit, Field Reconnaissance, and existing project data collection to document existing conditions. Prepare preliminary Project Layout and Traffic Control Plans. Develop preliminary Cost Estimate, General Notes and Governing Specifications, and Construction Schedule for bidding purposes.

Initial Plan Sheets:

- Title Sheet / Index of Sheets
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan and TCP Narrative (include SW3P Erosion Control Plan)
- Project Layout sheets (1:50 scale @ 10,000LF CR 404 centerline = 19 plan sheets minimum)
- Drainage Area Layout
- Culvert Plan & Profile
- Standards

CR 404 Construction Cost Estimate

Estimated CR 404 Construction Schedule

CR 404 Project Governing Specifications & General Notes

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Address 90% PS&E package review comments and prepare Final PS&E package for bidding purposes:

Final Plan Sheets:

- Title Sheet / Index of Sheets
- Estimate & Quantity Sheet
- Typical Sections
- Driveway Details
- Traffic Control Plan and TCP Narrative (include erosion control plan)
- Project Layout sheets
- Standards

Final Construction Cost Estimate

Final Construction Schedule

Final Governing Specifications & General Notes

Prepare Bid-Tabs for processing by Purchasing Department

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Deliverables:

90% Submittal:

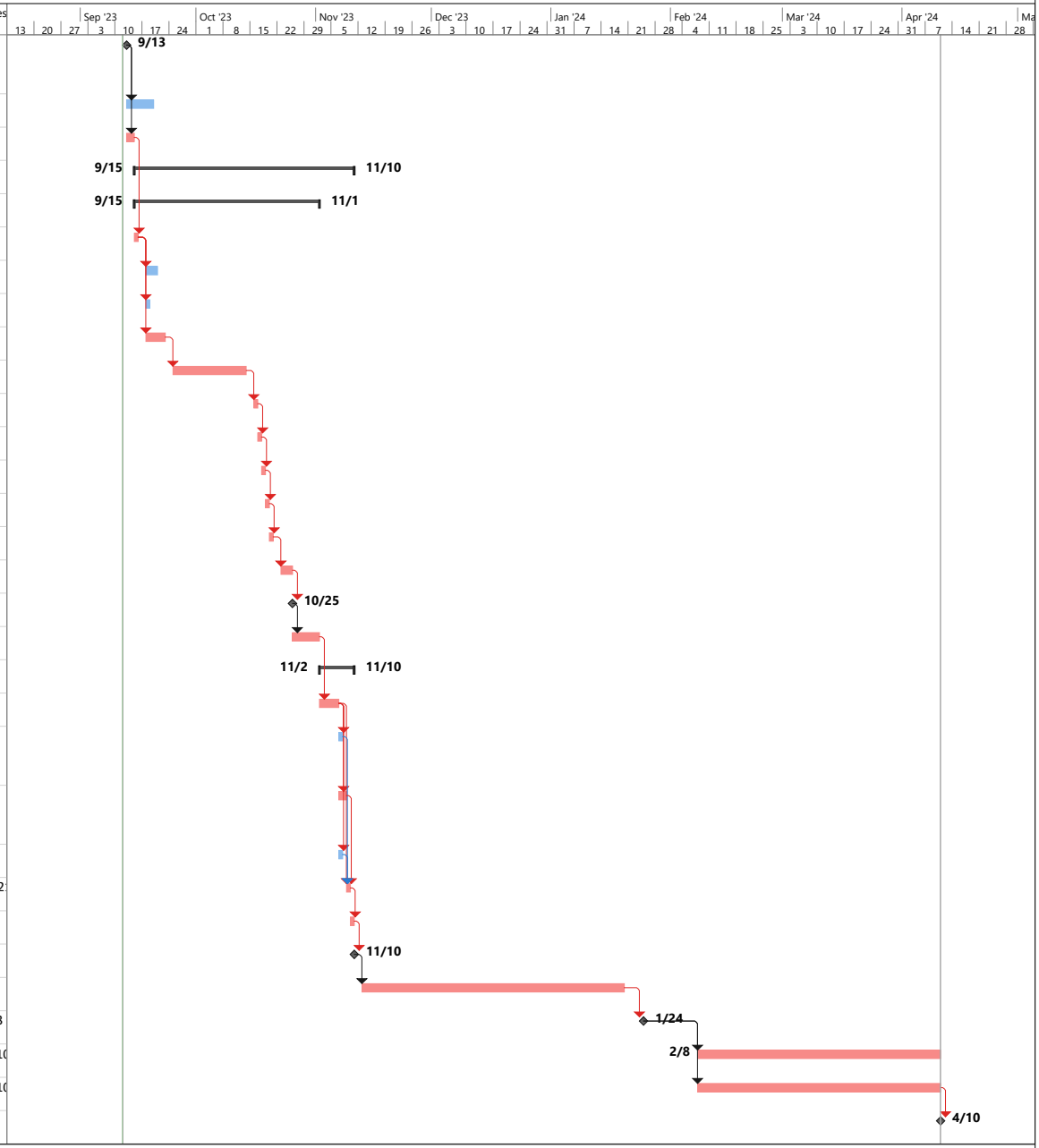
- 2 paper copies of 11” x 17” Plan Sheets
- Estimate of Construction Cost
- Governing Specifications and General Notes
- Estimated Construction Schedule
- Engineer’s internal QA/QC marked up set
- Electronic copy of submittal document package in PDF format

Final Submittal:

- 2 paper copies of 11” x 17” Plan Sheets
- Estimate of Construction Cost
- Governing Specifications and General Notes
- Estimated Construction Schedule
- Engineer’s internal QA/QC marked up set
- Electronic copy of submittal document package in PDF format

Attachment C

ID	Task Mode	Task Name	Duration	Start	Finish	Predeces
1		CR 404 Pavement Rehab - Notice to Proceed	0 days	Wed 9/13/23	Wed 9/13/23	
2		Survey (by others)	5 days	Wed 9/13/23	Tue 9/19/23	1
3		Collect Data	2 days	Wed 9/13/23	Thu 9/14/23	1
4		**Design**	**41 days**	**Fri 9/15/23**	**Fri 11/10/23**	
5		**90% PS&E**	**34 days**	**Fri 9/15/23**	**Wed 11/1/23**	
6		Title Sheet	1 day	Fri 9/15/23	Fri 9/15/23	3
7		Typical Sections	3 days	Mon 9/18/23	Wed 9/20/23	6
8		Driveway Details	1 day	Mon 9/18/23	Mon 9/18/23	6
9		Initial TCP & Narrative	5 days	Mon 9/18/23	Fri 9/22/23	6
10		Initial Project Layout	15 days	Mon 9/25/23	Fri 10/13/23	9
11		Initial Standards	1 day	Mon 10/16/23	Mon 10/16/23	10
12		Initial QTY's & Estimate	1 day	Tue 10/17/23	Tue 10/17/23	11
13		Initial Notes & Governing Specs	1 day	Wed 10/18/23	Wed 10/18/23	12
14		Initial Construction Schedule	1 day	Thu 10/19/23	Thu 10/19/23	13
15		Assemble 90% Submittal package	1 day	Fri 10/20/23	Fri 10/20/23	14
16		QC/QA	3 days	Mon 10/23/23	Wed 10/25/23	15
17		Submit 90% PS&E	0 days	Wed 10/25/23	Wed 10/25/23	16
18		County Review	5 days	Thu 10/26/23	Wed 11/1/23	17
19		**Final PS&E**	**7 days**	**Thu 11/2/23**	**Fri 11/10/23**	
20		Address 90% review comments	3 days	Thu 11/2/23	Mon 11/6/23	18
21		Final QTY's, E&Q Sheet & Construction Cost Estimate	1 day	Tue 11/7/23	Tue 11/7/23	20
22		Final General Notes & Governing Specs	2 days	Tue 11/7/23	Wed 11/8/23	20
23		Final Construction Schedule	1 day	Tue 11/7/23	Tue 11/7/23	20
24		Assemble Final PS&E bid package	1 day	Thu 11/9/23	Thu 11/9/23	22,20,2
25		QC/QA	1 day	Fri 11/10/23	Fri 11/10/23	24
26		Submit Final PS&E bid package	0 days	Fri 11/10/23	Fri 11/10/23	25
27		Bid Advertisement	50 days	Mon 11/13/23	Fri 1/19/24	26
28		Letting	0 days	Wed 1/24/24	Wed 1/24/24	27FS+3
29		Construction Management	45 days	Thu 2/8/24	Wed 4/10/24	28FS+10
30		Construction	45 days	Thu 2/8/24	Wed 4/10/24	28FS+10
31		Complete Project	0 days	Wed 4/10/24	Wed 4/10/24	30



Project: WILCO Small Drn & Rdwy WA02 CR 404
Date: Tue 9/12/23

Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
Split	Inactive Task	Duration-only	Finish-only	Critical	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
Summary	Inactive Summary	Manual Summary	External Milestone	Progress	

Williamson County Small Drainage & Roadway Design (1711-206) CR 404 - WA02
Attachment D
CR 404 from FM 3349 to Samsung Highway approx. 10,000 ft

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
Progress Review Meetings (1 meeting)		2										**2**
Invoicing and Progress Reports		4								8		**12**
Subconsultants												**0**
QA/QC of Deliverables at 90% and FINAL		8	12					16				**36**
Labor Hours Subtotal	0	14	12	0	0	0	0	16	0	8	0	**50**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ 3,990.00**	**$ 3,084.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,448.00**	**$ -**	**$ 1,016.00**	**$ -**	**$ 10,538.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.W. Surveys												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
Site Visit & Field Recon												**0**
Data Collection												**0**
Initial Plans, Specifications & Estimate												**0**
Title Sheet / Index of Sheets							8					**8**
Typical Sections							8					**8**
Traffic Control Plan (Layout 1"=50') & Narrative		8					16					**24**
Project Layout Plan sheets (1"=50')		24					62					**86**
Standards							8					**8**
Cost Estimate / Estimate and Quantity Sheet		6					2					**8**
Governing Specifications & General Notes		6					2					**8**
Construction Schedule		4										**4**
Assemble & Submit 90% PS&E		2					6					**8**
Labor Hours Subtotal	0	50	0	0	0	0	112	0	0	0	0	**162**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ 14,250.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 14,224.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,474.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 4: Geotechnical Investigation												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 5: Environmental Studies												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 6: Utility Coordination												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 7: FEMA Coordination												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 8: Final Engineering												
Address 90% PS&E review comments		4					16					**20**
Final QTY's, E&Q Sheet & Construction Cost Estimate		8					8					**16**
Final Governing Specifications & General Notes		4					2					**6**
Final Construction Schedule		2										**2**
Assemble & Submit Final PS&E (Bid Tabs)		2					8					**10**
Labor Hours Subtotal	0	20	0	0	0	0	34	0	0	0	0	**54**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ 5,700.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,318.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,018.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 9: Bidding Phase Services												
9.1 Prepare Bid Tabs												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 10: Construction Phase Services												
10.1 Review Shop Drawings and RFIs (Assume 2 RFIs)												**0**
10.2 OMITTED												**0**
10.3 Project closout, As-Builts and submittal of electronic files												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

DESCRIPTION											TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management											**50**	**$ 10,538.00**
Task 2: Topographic and R.O.W. Surveys											**0**	**$ -**
Task 3: Preliminary Engineering											**162**	**$ 28,474.00**
Task 4: Geotechnical Investigation											**0**	**$ -**
Task 5: Environmental Studies											**0**	**$ -**
Task 6: Utility Coordination											**0**	**$ -**
Task 7: FEMA Coordination											**0**	**$ -**
Task 8: Final Engineering											**54**	**$ 10,018.00**
Task 9: Bidding Phase Services											**0**	**$ -**
Task 10: Construction Phase Services											**0**	**$ -**
SUBTOTAL LABOR COST											**266**	**$ 49,030.00**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.655		$ -
Standard Postage - Letter	each	$ 0.58		$ -
Certified Letter Return Receipt	each	$ 7.38		$ -
Overnight Mail - Letter Size	each	$ 26.35		$ -
Overnight Mail - Oversized Box	each	$ 30.00		$ -
Courier Services	each	$ 75.00		$ -
Photocopies B/W (8 1/2" x 11")	each	$ 0.15		$ -
Photocopies B/W (11" x 17")	each	$ 0.20		$ -
Photocopies Color (8 1/2" x 11")	each	$ 0.75		$ -
Photocopies Color (11" x 17")	each	$ 1.75		$ -
Plots (B/W on Bond)	square foot	$ 6.00		$ -
Plots (Color on Bond)	square foot	$ 8.00		$ -
CDs	each	$ 0.50		$ -
SUBTOTAL DIRECT EXPENSES				**$ -**

SUMMARY	
SUBTOTAL LABOR COST	**$ 49,030.00**
SUBTOTAL DIRECT EXPENSE	**$ -**
TOTAL	**$ 49,030.00**

Commissioners Court - Regular Session **34.**

Meeting Date: 09/26/2023

Rodriguez Engr Lab 22RFSQ147 WA1 On Call Matls & Geotech

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire July 31, 2025 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories LLC and Williamson County dated December 20, 2022 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Engr Lab 22RFSQ147 WA1 On Call Matls & Geotech

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/21/2023 09:44 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 10:24 AM
Form Started By: Vicky Edwards		Started On: 09/21/2023 08:28 AM
Final Approval Date: 09/21/2023		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Materials Testing & Geotechnical Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 20, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rodriguez Engineering Laboratories LLC** (the "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 **$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **July 31, 2025**. 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 _____

ENGINEER:	COUNTY:
Rodriguez Engineering Laboratories	Williamson County, Texas
By:  Signature	By: _____ Signature
Jose Melendez, P.E. Printed Name	Bill Gravell, Jr. Printed Name
Laboratory Engineer Title	Williamson County Judge 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

Attachment A - Services to be Provided by County

Williamson County personnel will provide project direction, review and oversight.

Attachment B - Services to be Provided by Engineer

The Scope of Services to be provided under the terms of this contract include:

Geotechnical Engineering Studies and Consultation

Construction Materials Engineering and Testing

A detailed description of the scope of services will be provided for each specific Project Assignment as listed in each Letter of Agreement.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Rodriguez on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee 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 **35.**

Meeting Date: 09/26/2023

CAD to CAD Unify Hub Update

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear an update regarding the Unify data-sharing hub between 9-1-1 dispatch centers in the region.

Background

Williamson County hosts the regional data-sharing hub for data exchange between Computer-Aided Dispatch (CAD) systems and has recently added the City of Austin. The County is one only a few agencies to utilize the system to lower response times between agencies with real-time closest-unit dispatching. The County's system has pushed the technology forward for the benefit of the citizens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 11:31 AM
Form Started By: Richard Semple		Started On: 09/19/2023 05:10 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **36.**

Meeting Date: 09/26/2023

CTRMA :Letter

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to sign a letter requesting reimbursement from the Central Texas Regional Mobility Authority (CTRMA) for right-of-way purchased by Williamson County that is being used for the 183A extension.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:07 AM
Form Started By: Pierce Kathy		Started On: 09/21/2023 11:02 AM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **37.**

Meeting Date: 09/26/2023

Risk New Hire Policy Exception

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception for a new hire for Risk Management.

Background

Risk Management requests a policy exception on the newly created Risk Claims Administrator position (position number 2100) in order to successfully recruit an applicant with extensive experience as a Texas county workers' compensation (WC) claim administrator to facilitate the transition from a fully insured WC insurance program to a Williamson County self-funded WC program. The addition of an experienced individual with a directly relevant skill set is critical and necessary for the most optimal transition between programs, development of the new program, and the employee experience. This exception request seeks to keep the position grade at B.28, but with a salary of $80,000 in order to match the applicant's current pay. The position is funded through the Risk Fund (account 01.0840.0841) and, if approved, the salary increase will be transferred from the Risk Fund contingencies line.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:55 AM
Form Started By: Hal Hawes		Started On: 09/21/2023 11:44 AM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **38.**

Meeting Date: 09/26/2023

Harris Engagement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving the engagement of the Law Office of David A Harris PLLC to provide legal representation to Williamson County and the Judges of the Williamson County Courts at Law and Williamson County District Courts; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

David Harris Engagement Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:57 AM
Form Started By: Hal Hawes		Started On: 09/21/2023 11:55 AM
Final Approval Date: 09/21/2023		

LAW OFFICE OF DAVID A HARRIS PLLC

3111 Media Dr., Cedar Park TX 78641 | 817.705.9452 | david6987@att.net

September 19, 2023

Williamson County, Texas
C/O: Hal Hawes
Williamson County Commissioners Court
General Counsel
401 W.6th Street
Georgetown, Texas 78626

Via Email: *hhawes@wilco*

Re: Engagement Letter for Legal Consultation

Dear Hal:

The Law Office of David A Harris PLLC ("Firm") has been asked by The Hon. John McMaster to submit this engagement letter to you to explore the opportunity of providing legal representation to the Judges of the Williamson County Courts at Law and Judges of the Williamson County District Courts (collectively referred to herein as "Williamson County's Judiciary").

Client

Until instructed otherwise, the Firm's client will be Williamson County, Texas and Williamson County's Judiciary (collectively referred to as "Client"). All communications between Client and the Firm shall be confidential and privileged attorney-client communications. Client will be responsible for payment of legal fees accrued pursuant to this engagement letter and the Scope of Representation described below.

Scope of Representation

The Scope of Representation shall include, but not be limited to advising Williamson County's Judiciary on legal matters affecting and concerning their roles, responsibilities, legal duties and judicial immunity in relation to the judicial and non-judicial services, functions and activities performed by them. If retained by the county, I would attempt to meet with all members of Williamson County's Judiciary in the performance of such Scope of Representation, as well as conduct follow-up sessions and/or calls as necessary. The primary audience for my advice would be members of Williamson County's Judiciary, and discussions of specific situations should take place in the attorney client context. However, more general information and matters directly pertinent to the county could include you or members of your staff, as well as members of the Williamson County Commissioners Court.

Personnel

I, on behalf of the Firm, will be responsible for providing the Scope of Representation hereunder.

Fees, Charges and Expenses

I anticipate that the only charges associated with my services would be my time at my normal hourly rate of $350/hr. All other charges, fees, and expenses, if any, incurred by the Firm in connection with our representation of Client will be billed to Client as a separate item on Client's statement. Examples of such other charges, fees and expenses include, but are not limited to court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consulting expert fees, and other similar charges, fees, and expenses. Charges, fees, and expenses smaller than $250 will be itemized on Client's statement. For all Charges, fees, and expenses in excess of $250, the Firm may wish to transmit invoices reflecting said charges to Client to be paid directly. The Firm bills monthly and payment is due within thirty (30) days from the county's receipt of the billing statement.

Termination

Client may terminate Firm' s engagement at any time by notifying the undersigned. The Firm may withdraw from its representation of the Client by notifying the Client in writing. In any case, our withdrawal will be made subject to applicable ethical requirements. Upon termination of our representation, the Client shall remain obligated to pay the Firm for all services rendered and expenses incurred through the date of termination.

Conclusion

If you agree with the foregoing, please execute, and return this letter to me. In the event you require additional information to make a decision, I will be happy to provide such information. I am interested in providing assistance to my home county and judiciary.

Sincerely,

/s/ David A Harris

David A Harris
President

AGREED:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the
Williamson County Commissioners Court

Commissioners Court - Regular Session **39.**

Meeting Date: 09/26/2023

County's Property/Casualty/Work Comp Insurance Program

Submitted By: Malea Schmitt, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the procurement of Property/Casualty & Workers' Compensation Insurance through Broker of Record McGriff Insurance Services under RFP #22RFP79 for a total amount of up to $4,520,398.41 for the term October 1, 2023 through October 1, 2024.

Background

Williamson County Broker of Record for Risk Insurance McGriff, Seibels & Williams solicited quotes from various carriers. The premium has decreased from last fiscal year because the County has moved from full coverage workers' compensation insurance to a self-funded workers' compensation program with an excess workers' compensation insurance policy with a high self-insured retention. The funding sources are complex as each department/office must pay its portion. Funding is provided annually in the General Fund departmental budgets and the Risk Fund (workers' compensation only) object codes 02050, 04419, 04414, 04413, and 04412.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Insurance Renewal Compariison
Safety National Renewal
Safety National Work Comp
Jail Medical Dr. Liability
Jail Medical Psych Liability
Fire Marshal Liability
EMS Liability
Excess Liability
Property Insurance
Law Enforcement Liability
Judges Liability
Drones Liability
Environmental Liability

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 04:13 PM

Form Started By: Malea Schmitt Started On: 09/21/2023 02:32 PM
Final Approval Date: 09/21/2023

Williamson County 2023 - 2024 Insurance Renewal

	10/1/22 - 10/1/23 Travelers, Safety National, QBE, Kinsale & Bitco	10/1/23 - 10/1/24 BUDGET	10/1/23 - 10/1/24 Option 1 Travelers, Safety National, AIG, & Kinsale	10/1/23 - 10/1/24 Option 2 Travelers, Safety National, AIG, & Kinsale
Property Premium	**$975,000.00**	**$1,510,177.50**	**$1,506,559.00**	**$1,496,306.00**
Total Insured Value	*$446,474,249*	*$454,271,051*	*$454,271,051*	*$454,271,051*
Loss Limit	*$446,474,249*	*$454,271,051*	*$150,000,000*	*$175,000,000*
All Other Perils Deductible	*$25,000*	*$25,000*	*$25,000*	*$25,000*
Wind/Hail Deductible	*3%; Minimum $1,000,000*	*3%; Minimum $1,000,000*	*3%; Minimum $250,000*	*3%; Minimum $500,000*
Mobile Equipment Deductible	*$25,000 (RC)*	*$25,000 (RC)*	*$25,000 (RC)*	*$25,000 (RC)*
Casualty Premium	**$1,923,589.24**	**$2,202,232.86**	**$2,190,773.41**	**$2,190,773.41**
General Liability Limit	*$2,000,000*	*$2,000,000*	*$4,000,000*	*$4,000,000*
General Liability Limit Agg	*$4,000,000*	*$4,000,000*	*$4,000,000*	*$4,000,000*
General Liability Retention	*$100,000*	*$100,000*	*$100,000*	*$100,000*
Public Officials Limit	*$2,000,000*	*$2,000,000*	*$4,000,000*	*$4,000,000*
Public Officials Retention	*$100,000*	*$100,000*	*$150,000*	*$150,000*
Law Enforcement Limit	*$5,000,000*	*$5,000,000*	*$5,000,000*	*$5,000,000*
Law Enforcement Retention	*$500,000*	*$500,000*	*$500,000*	*$500,000*
Umbrella Limit	*$2,000,000*	*$2,000,000*	*$0*	*$0*
Coverages Included	*GL, POL, EL*	*GL, POL, EL*	*N/A*	*N/A*
Crime Limit	*$500,000*	*$500,000*	*$500,000*	*$500,000*
Crime Deductible	*$5,000*	*$5,000*	*$5,000*	*$5,000*
Cyber Limit	*$2,000,000*	*$2,000,000*	*$2,000,000*	*$2,000,000*
Cyber Deductible	*$50,000*	*$50,000*	*$50,000*	*$50,000*
Auto Liability Premium	**$352,888.00**	**$543,915.97**	**$410,865.00**	**$410,865.00**
Auto Liability Limit	*$1,000,000*	*$1,000,000*	*$1,000,000*	*$1,000,000*
Auto Liability Retention	*$100,000*	*$100,000*	*$100,000*	*$100,000*
Auto PD Premium	**$130,886.00**	**$156,000.00**	**$152,314.00**	**$152,314.00**
Auto PD Coverage?	*Yes*	*Yes*	*Yes*	*Yes*
Auto PD Deductible	*$25,000*	*$25,000*	*$25,000*	*$25,000*
Auto CAT PD Limit	*N/A*	*N/A*	*N/A*	*N/A*
All Other Perils Deductible	*N/A*	*N/A*	*N/A*	*N/A*
Wind/Hail Deductible	*N/A*	*N/A*	*N/A*	*N/A*
Workers Comp Premium	**$1,677,931.00**	**$275,000.00**	**$259,887.00**	**$259,887.00**
Projected Payroll	*$117,697,810*	*$148,252,530*	*$148,252,530*	*$148,252,530*
Self Insured Retention	*$0*	*$0*	*$750,000 / $500,000*	*$750,000 / $500,000*
Total Premium	**$5,060,294.24**	**$4,687,326.33**	**$4,520,398.41**	**$4,510,145.41**
Premium To Insurance Budget			*-$166,927.92*	*-$177,180.92*



A member of the Tokio Marine Group

Public Entity Excess Retained Limit Liability Insurance Proposal

Safety National Casualty Corporation

WILLIAMSON COUNTY

100 WILCO WAY
SUITE HR101
GEORGETOWN, TX 78626

Policy Effective Date
10/01/2023

Policy Expiration Date
10/01/2024

Public Entity Excess Retained Limit Liability Insurance Proposal

We are pleased to present the following proposal for your consideration and review, which is contingent upon binding the Excess Workers' Compensation program with Safety National. This proposal is valid until the effective date indicated in this proposal.

QUOTE INFORMATION

Issuing Company:	Safety National Casualty Corporation
Named Insured and Mailing Address:	WILLIAMSON COUNTY 100 WILCO WAY, SUITE HR101 GEORGETOWN, TX 78626
Policy Period:	10/01/2023 10/01/2024 12:01 A.M. Standard Time at your mailing address shown above.
Annual Premium:	$ 1,112,077
Terrorism (additional):	$ 1,096
	$ 1,113,173

Indicated premiums are based on all quoted Coverage Parts being bound according to the terms and conditions included within this proposal. Any taxes, surcharges, assessments and other program costs are included within the premium offered by Safety National Casualty Corporation. Please refer to the terms and conditions, as detailed within this proposal, to identify the specific program component costs associated with each of these items.

Safety National may consider providing revised or additional quote options subject to further underwriting review and approval. This proposal is valid until the effective date indicated in this proposal.

SUBJECTIVITIES

- Receipt of signed terrorism form prior to binding.
- Receipt of unmanned aircraft schedule to be covered under this program upon binding, if coverage is desired.
- It is understood that the Public Officials and Employment Practices Self-Insured Retention will increase to $200,000 for the policy period of 10/01/24-10/01/25. Upon evaluation of the loss experience during the 24-25 renewal, this retention may increase further.

Public Entity Excess Retained Limit Liability Insurance Proposal

GENERAL CONTINGENCIES AND COMMENTS

A.M. Best Rating	A++ XV
MAP Client Services®	The attached MAP Client Services® brochure(s) describe the value of the online resources provided to Safety National policyholders.
Coverage Contingencies	**The casualty program is contingent upon also binding the Excess Workers' Compensation program with Safety National.** Premiums quoted are based on all coverages offered within this proposal by Safety National and written by Safety National Casualty Corporation.
Installments/Payment Schedule	All lines are on an ANNUAL PAYMENT.
Claims Administration	TRISTAR CLAIMS MANAGEMENT SERVICES, INC. will be the Third Party Administrator. TPA fees are NOT included within the premium or costs of the quoted Safety National program. Claims must be handled either by a licensed TPA or Self-Administered by experienced claim handlers. Safety National must approve, in writing, the Claims Administration for all Coverage Parts prior to binding
Annual Audits	Not auditable.
Coverages and Form	Unless otherwise noted, all references in this proposal to policy coverage parts and forms, depicts the product offering of Safety National. These may deviate from the coverage requests or wording contained within the Producer Specifications or other portions of the account submission. Any deviations from this proposal must be approved and authorized by Safety National, in writing. For additional information on the products and services proudly provided by Safety National, please visit our website: www.safetynational.com

COVERAGE HIGHLIGHTS

- Admitted Paper
- Coverage available for Automobile Liability, General Liability, Law Enforcement Liability, Public Officials And Employment Practices Liability and Educators Legal Liability And Employment Practices Liability
- Defense costs inside the Retained Limit and outside the Limits of Indemnity
- Pay on behalf insurance form
- Occurrence form with claims-made coverage available for Public Officials And Employment Practices Liability and Educators Legal Liability And Employment Practices Liability
- Who Is An Insured section tailored to exposures typical to public entities
- Blanket additional insured where required by written contract available under the General Liability and Automobile Liability Coverage Parts
- Sexual abuse coverage available
- Expanded pollution coverage for standard public exposures (hostile fire, sewer backup, water treatment operations, street and road maintenance, weed abatement or spraying, mace, tear gas or pepper spray used in law enforcement activities)
- Expanded coverage for incidental medical exposures typical to public entities

Public Entity Excess Retained Limit Liability Insurance Proposal

SELF-INSURED RETAINED LIMIT

General Liability	$ 100,000	Each occurrence
Automobile Liability	$ 100,000	Each occurrence
Law Enforcement Liability	Not Covered	Each occurrence
Public Officials and Employment Practices Liability	$ 150,000	Each wrongful act
Educators Legal Liability and Employment Practices Liability	Not Covered	Each wrongful act

LIMITS OF INDEMNITY

General Liability	$ 4,000,000	Each occurrence
	$ 500,000	Damage To Premises Rented To You, any one premises
	$ 4,000,000	General Liability Aggregate
	$ 4,000,000	Products-Completed Operations Aggregate
Employee Benefits Liability		
	$ 4,000,000	Each employee
	$ 4,000,000	Employee Benefits Annual Aggregate
		Retroactive Date: Full Prior Acts
Automobile Liability	$ 1,000,000	Each occurrence
Law Enforcement Liability	Not Covered	Each occurrence
	Not Covered	Law Enforcement Liability Aggregate
Public Officials and Employment Practices Liability	$ 4,000,000	Each wrongful act
	$ 4,000,000	Public Officials and Employment Practices Liability Aggregate
		Retroactive Date: 10/01/2021
Educators Legal Liability and Employment Practices Liability	Not Covered	Each wrongful act
	Not Covered	Educators Legal Liability and Employment Practices Liability Aggregate

Public Entity Excess Retained Limit Liability Insurance Proposal

SCHEDULE OF FORMS AND ENDORSMENTS

Form/Endorsement Number	Form/Endorsement Name
PEERLL 00 00 12 22	Public Entity Excess Retained Limits Liability Insurance Policy
SNIL PN 001 42 0723	Texas - Important Notice
PE 10 00 01 22	Public Entity Excess Retained Limits Liability Insurance Policy Declarations
CP 99 03 05 19	Commercial Policy Cover
PN 99 02 02 09	Privacy Statement
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
IL N 001 09 03	Fraud Statement
IL 10 06 12 08	Schedule Of Forms And Endorsements
PE 013 00 02 22	Employee Benefits Liability Coverage
PE 006 00 02 22	Prior Acts Coverage (POL/EPL)
PE 021 00 01 22	Scheduled Unmanned Aircraft (to be covered upon receipt of schedule)
Manuscript	Failure to Supply Limitation of Coverage: $2,000,000 per Occ / $4,000,000 Agg
PEM-AL 001	Garagekeepers Liability Coverage: $250,000 limit with $100,000 comp/coll deductible

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS $100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

☐	I hereby elect to purchase terrorism coverage for a prospective premium of $1,096.
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____
Applicant's Signature

Safety National Casualty Corporation®
Insurance Company

_____
Insured Name

_____
Date Signed

Safety National Casualty Corporation

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **WILLIAMSON COUNTY**	
Account: 6018146	
	Specific Excess Only

Contract Terms		Option 17183079308
Liability Period		10/01/2023 - 10/01/2024
Payroll Reporting Period		10/01/2023 - 10/01/2024
Payroll		$ 148,252,530
Manual Premium		$ 911,533
Experience Modification Factor		1.000
Standard Premium		$ 911,533
Self-Insured Retention	All Other	$ 500,000
	See Endorsement 0553 & 0555	$ 750,000
Specific Limit		Statutory
Employers Liability Limit	Per Occ & Agg	$ 1,000,000 / $ 1,000,000
Premium Rate	Rate $100 Payroll	$ 0.1753
Deposit Premium		$ 259,887
Minimum Premium		$ 259,887

Pay Plan	ANNUAL PAYMENT
Audit Type	Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

Option 17183079308
TEXAS MANDATORY ENDORSEMENT(S), IF APPLICABLE
0288 00 0908 (XWC) EMPLOYERS' LIABILITY PER OCCURRENCE & AGGREGATE MAXIMUM LIMITS OF LIABILITY
0467 02 1105 (XWC) EMPLOYERS' LIABILITY MAXIMUM LIMIT AND AGGREGATE MAXIMUM LIMIT OF INDEMNITY
0553 00 1193 (XWC) SELF-INSURED RETENTION PER OCCURRENCE
0555 00 0495 (XWC) SELF-INSURED RETENTION PER OCCURRENCE
6000 00 0121 (XWC) TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT ENDORSEMENT

Contingencies:
The quote is subject to the following:
1. Insured must utilize a Safety National approved TPA to handle XWC claims

Option 17183079308
1. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism loses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
2. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.
3. The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

Comments:
1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, Safety Training Source, and Office Ergonomics Solution. Medical Management Program: These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.

CRISIS PROTECTION
WORKERS' COMPENSATION

Trusted SAFETY NATIONAL Since 1942

Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

LEARN MORE

For more information about Safety National Crisis Protection, please visit **safetynational.com/crisis-protection-WC**. If you have additional questions about this free benefit, please contact us at **crisisprotection@safetynational.com**.

10.2020

Benefits:

- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
  - » Crisis Management
  - » Crisis Response
  - » Public Relations
  - » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

TOKIO MARINE GROUP

SAFETY NATIONAL
AT A GLANCE

A.M. Best Rating A++ (Superior)
Financial Size Category XV

Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

Financial Strength*

- Statutory surplus: $3.3 billion (11.8% increase over 12/20)
- GAAP Stockholders' equity: $5 billion (8.4% increase over 12/20) and $13.7 billion in assets
- A.M. Best Rating A++ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately $235 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

*as of 12/21

Solutions

Workers' Compensation:
- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TEXcess

Public Entity Liability:
- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

Commercial Auto

Commercial General Liability

Construction Risk

Cyber Risk

Reinsurance

Loss Portfolio Transfers

Captives

Self-Insurance Bonds

Services

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.

12/2021

Trusted SAFETY NATIONAL Since 1942

(888) 995-5300 · info@safetynational.com · safetynational.com
A member of the Tokio Marine Group

Renewal Proposal for

Williamson County

Jail Medical Professional Liability: Dr. Barta

10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
McGriff.com

McGriff

QUOTATION SUMMARY

McGriff Insurance Services LLC.
Susan Golla
8200 IH-10 West, Suite 317
San Antonio, TX 78230

NAMED INSURED:	Adam Barta, MD 508 South Rock Street Georgetown, TX 78626
PRIMARY RISK ADDRESS:	306 West 4th Street Georgetown, TX 78626
COVERAGE:	Medical Professional Liability Full Program
INSURER:	General Star Indemnity Company - Non-Admitted
POLICY TERM:	10/1/2023 - 10/1/2024
ESTIMATED POLICY PREMIUM:	$53,000.00
OPTIONAL TRIA:	NOT APPLICABLE
SURPLUS LINES TAX / FEES:	$2,820.10
TOTAL PREMIUM:	$55,820.10

GenStar Insurance Services, LLC

Physicians & Surgeons Professional Liability

Quote

Risk State: Texas

Named Insured	Submission ID	Quote Date
Adam Barta, MD	2699075	12-Sep-2023

Comments

Family/General Practice - No Obstetrics - Minor Invasive Surgery

Form

Special Risk Plus - Physicians and Surgeons

Policy Term

Annual
10/01/2023 - 10/01/2024

Limits	
Professional Liability Limits:	
Each Claim Limit	$250,000
Aggregate Limit	$500,000
Deductible:	
Deductible Per Occurrence	$10,000
Deductible Aggregate	Not Applicable

Retroactive date: 12/28/2010

Deductible: Applies to both damages and claim expenses

Claim Expenses: Are included within the Limits of Liability

Risk Premium $53,000

25% Minimum Premium Earned at Inception

PLEASE NOTE: The following are additional Endorsements attached to this policy. We will also attach any required STATE MANDATORY Endorsements.

06-PS-007 (03/2012) Additional Insured End

Additional Insured	Williamson County Jail
Retroactive Date	10/01/2021

06-PS-008 (03/2012) Specified Procedure(s) Exclusion

specified Medical Procedure(s) opioid & Controlled Substances

GSI 06 PS 100 0419 Physicians and Surgeons Professional Liability Policy (Select)

GSI-06-PS-460 (02/2007) Amendatory DOR

IL 11 0001 07 22 Additional Policy Conditions OFAC

PS 04 0024 06 21 Amendment Of Coverage - Civil Rights Violations (Claims Made And Reported Coverage)

PS 06 00010513 Professional Services Redefined

Specified Medical Procedure(s)	Coverage is limited to correctional healthcare services performed at the Williamson County Jail at 306 W. 4th St., Georgetown, TX 78626.

PS 21 0008 07 22 Exclusion Cyber Privacy Security

PS 21001006 22 Physicians & Surgeons Private Citizen Statutory Abortion Liability Exclusion

PS 21 00110523 Exclusion - Recording And Distribution Of Material In Violation Of Law

Notices

This quote is valid for thirty (30) days or until the effective date, whichever occurs first.

The policy contains the complete terms and conditions of the insurance represented by this quote. All requested specifications are rejected, except as set forth in our policy.

This quote is being offered in reliance on the information submitted to us by the applicant. By accepting this quote, and/or the binding of this risk, the applicant warrants that the information is true and complete and that



10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
Mcgriff.com

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McGriff Insurance Services, is a subsidiaries of Truist Insurance Holdings, Inc.

Renewal Proposal for

Williamson County

Jail Medical Professional Liability: Dr. Khan

10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
McGriff.com

McGriff

QUOTATION SUMMARY

McGriff Insurance Services LLC.
Susan Golla
8200 IH-10 West, Suite 317
San Antonio, TX 78230

NAMED INSURED:	Ghulam M Khan, MD 306 West 4th Street Georgetown, TX 78626
PRIMARY RISK ADDRESS:	306 West 4th Street Georgetown, TX 78626
COVERAGE:	Medical Professional Liability Full Program
INSURER:	General Star Indemnity Company - Non-Admitted
POLICY TERM:	10/1/2023 - 10/1/2024
ESTIMATED POLICY PREMIUM:	$22,000.00
OPTIONAL TRIA:	NOT APPLICABLE
SURPLUS LINES TAX / FEES:	$1,293.35
TOTAL PREMIUM:	$23,293.35

GenStar Insurance Services, LLC

Physicians & Surgeons Professional Liability

Quote

Risk State: Texas

Named Insured	Submission ID	Quote Date
Ghulam M Khan, MD	2699575	12-Sep-2023

Comments

Psychiatry & Addiction Medicine - No Surgery

Form

Special Risk Plus - Physicians and Surgeons

Policy Term

Annual
10/01/2023 - 10/01/2024

Limits	
Professional Liability Limits:	
Each Claim Limit	$200,000
Aggregate Limit	$600,000
Deductible:	
Deductible Per Occurrence	$10,000
Deductible Aggregate	Not Applicable

Retroactive date: 10/10/2013

Deductible: Applies to both damages and claim expenses

Claim Expenses: Are included within the Limits of Liability

Risk Premium 1$22,000

25% Minimum Premium Earned at Inception

06-PS-007 (03/2012)	Additional Insured End

Additional Insured	Williamson County Jail
Retroactive Date	10/01/2021

GSI 06 PS 100 04 19	Physicians and Surgeons Professional Liability Policy (Select)
GSI-06-PS-460 (02/2007)	Amendatory DOR
IL 11 0001 07 22	Additional Policy Conditions OFAC
PS 06 00010513	Professional Services Redefined

Specified Medical Procedure(s)	Coverage is limited to correctional healthcare services performed at the Williamson County Jail at 306 W. 4th St., Georgetown, TX 78626

PS 21 0008 07 22	Exclusion Cyber Privacy Security
PS 21001006 22	Physicians & Surgeons Private Citizen Statutory Abortion Liability Exclusion
PS 21 00110523	Exclusion - Recording And Distribution Of Material In Violation Of Law

Notices

This quote is valid for thirty (30) days or until the effective date, whichever occurs first.

The policy contains the complete terms and conditions of the insurance represented by this quote. All requested specifications are rejected, except as set forth in our policy.

This quote is being offered in reliance on the information submitted to us by the applicant. By accepting this quote, and/or the binding of this risk, the applicant warrants that the information is true and complete and that no material facts have been misrepresented, omitted or suppressed.



10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
Mcgriff.com

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McGriff Insurance Services, is a subsidiaries of Truist Insurance Holdings, Inc.

Date: 9/3/2023

Insurance Proposal For:

Williamson County Fire Marshal Special Operations
3189 SE Inner Loop
Georgetown, TX 78626

Presented By: McGriff Insurance Services, LLC 8200 IH-10 West Suite 215 San Antonio, TX 78230 Phone: Fax:	**Emergency Services Insurance Program** McNeil & Company Insurance and Risk Services P.O. Box 5670 67 Main Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: www.esip.com
Carrier: Arch Insurance Company A.M. Best Rating: A+ Superior	

This proposal is valid for 90 days.

OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at www.esip.com.

Named Insured will read on the policy as:

First Named Insured:

Williamson County Fire Marshal Special Operations

Other Named Insured:

Williamson County Haz Mat Team

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

Limits of Insurance

General Aggregate	$10,000,000
Products/Completed Operations Aggregate	$10,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Damage to Premises Rented to You *	$100,000
* Damage by Fire, Lightning or Explosion	
Medical Expense	$5,000

Schedule of all Premises you Own, Rent or Occupy

Location 1: 3189 SE Inner Loop, Georgetown, TX 78626

Coverages Included

Watercraft

Owned Watercraft less than 35 feet

Owned Unmanned Aircraft (Drones)

Contractual Liability

Fund Raising Activities

Host Liquor Liability

Temporary Liquor Liability for Events Lasting 10 Days or Less

Members as Insureds

- Includes Physicians acting within the scope of their duties for Insured

Fire and Rescue Service Liability

- Emergency Services E&O
- Medical Malpractice Liability
- Dispatcher's Liability
- Medical Director's E&O
- Good Samaritan Liability

Emergency Services Liability

- Unlimited Tail Available
- Full Prior Acts
- Directors and Officers Liability
- Spousal Liability
- Estates, Heirs & Legal Representatives Liability
- Employee Benefits Liability
- Employment Related Practices Liability
- Unintentional Release of Individually Identifiable Health Information
- Outside Directorships
- $100,000 Non-Monetary Relief

Coverages Included

Pollution Liability

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

$1,000,000 Sub-Limit for Corrective Action Costs

Injury to Volunteers

Fellow Member Liability

Bodily Injury and Property Damage

Property Damage to Rented Premises (other than fire) $50,000

Enhanced Property Damage

Use of Reasonable Force to Protect Persons or Property

Bail Bonds - $5,000

Your Expenses - $1,000 per day

Blanket Additional Insured

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

Waiver of Subrogation

Newly Acquired/Formed Organizations - 180 Days

Duties in the Event of an Occurrence, Offense, Claim or Suit

Limits Persons Required to Give Notice

Liberalization

Bodily Injury Includes Mental Anguish

Damage to Customer's Autos - $50,000

Additional Terms and Conditions

Exclusion: Law Enforcement Liability

Limits of Insurance

Aggregate	$500,000
Cyber Extortion	$25,000
Network Security and Privacy Liability	$500,000
Retro Date: 2014-10-31	
Data Incident Response Expense Coverage	$500,000
Retro Date: 2014-10-31	

Basic Coverage Information

Deductible (applicable to all coverage parts)	$5,000

Limits of Insurance

Valuation	Guaranteed Replacement Cost
Deductible (Single Occurrence)	$250

Coverage Extensions

Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft, Golf Carts and Snowmobiles

Member's Personal Property

Cost to Repair or Replace

$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

Patient's Property	$50,000
Computers in Transit	$25,000
Rental Reimbursement - Member's Vehicle	$10,000
Cost to Recertify	$10,000
Permanently Installed Property Off Premises	$200,000
Drones	$25,000
Additional Living Expenses - Members	Up to $1,000
Deductible Reimbursement - Members	Up to $1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

Waived Deductible	Up to $1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored polices. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with every policy we write.

ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews *(Available for Business Auto policies)
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

Don't Forget About

E-LEARNING BY McNeil&Co.

E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

For more information on our Risk Management Services or E-Learning, visit esip.com or call 1-800-822-3747 ext. 176.

Policy Premium

	Premium	Includes TRIA of	Fees
Commercial Package	$2,468	$2	
Commercial Inland Marine	$562	$14	
Cyber Liability	$801		
Total:	$3,831	$16	

Binding Requirements

Policy Request Form
Signed Terrorism Form, only if rejecting coverage
Association Supp including both Agent & Insured Signatures

Coverage Options

Risk is not eligible for a payment plan.

Additional Coverage Lines Available

Commercial Property

Crime

Business Automobile

Commercial Umbrella

Accident & Health

Group Life

24hr AD&D

DISCLAIMER

GENERAL CONDITIONS:

This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an owner or official of the entity and the Agent must be received prior to binding coverage.

The information in this proposal may not match the limits and coverages requested in any bid specifications or application received. Obtaining limits and coverages required by any statute, regulation, or contract applicable to you are the sole responsibility of you and your Agent. McNeil & Company expressly disclaims any responsibility for providing a proposal or policy that meets such requirements placed on you.

This proposal highlights certain features and benefits of the program, but does not highlight all terms, conditions, exclusions, and limitations in the policy. Each individual policy contains the actual terms, conditions, exclusions, and limitations.

Final premium is subject to adjustment based on any changes to limits and coverages received after the release of this proposal.

Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requited.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

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COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.

- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.

- **Tier II Commission** is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.

- **Contingent Commission** may be based on profitability, premium volume, premium retention, and/or growth.

- **Administrative and Services Fees** may be paid for limited services we provide to the insurance company as part of the placement process for insurance policies placed with a particular company, including but not limited to premium billing, collection, remittance and credit control, policy document compilation, and record retention or for consulting and data analytic services.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance broker McGriff Insurance Services, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

THIRD PARTY DISCLAIMER

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Any third party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate.

McGriff assumes no liability in connection with any Third Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, McGriff does not accept any responsibility nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third Party Entities, Products and/or Services. McGriff expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third Party Entities, Products or Services prior to their engagement or use.

TERMS & CONDITIONS

AUDIT
Coverage recommendations and premiums are reflective of the information (payrolls, locations, operations, product data, financial data, loss experience, etc.) provided by you to us and submitted to insurer(s) for quotation(s). If there are changes or other items or areas that require evaluation, discussion, and revision prior to binding coverage, please bring these to our attention immediately. In addition, liability, auto, and workers compensation policies are based upon estimates of annual sales or payrolls. An audit of these policies may result in return or additional premiums.

MINIMUM AND/OR FULLY EARNED PREMIUM/FEES MAY APPLY
Refer to Individual Coverage Pages for Details.

PAYMENT TERMS
When policies are billed directly by a Carrier or Finance Company, clients may contact us for assistance. However, McGriff is not permitted to notify clients of late payments or pending cancellation.

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PROVIDER SECURITY STANDARDS

MCGRIFF (MCGRIFF INSURANCE SERVICES, INC.)

The following is a brief summary of the measures we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

PROVIDER CLASSIFICATIONS

"Approved Provider" – A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of "A, Exceptional or ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

"Exception Provider" – Any provider whose Best's rating is below "A-". The A.M. Best's rating of an "exception" provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

"Prohibited Provider" – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best's Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best's International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

PROVIDER SECURITY STANDARDS (Con't.)

Best's Rating System – The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

A.M. BEST'S RATINGS

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

NON-ADMITTED CARRIERS

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Additional Provider rating guidelines are as follows:

1. (P&C & Surety Standards) **Demotech Financial Stability Rating** of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) **Demotech Financial Stability Rating** of "A, Exceptional.

2. (P&C and Surety Standards): **ALIRT** score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) **ALIRT** score of 35 with five (5) or fewer flags.

The Provider ratings for carriers used in placing your insurance program:

INSURER	COVERAGE	PROVIDER RATING	NON-ADMITTED Y/N

FIRSTFIRE SERVICES
INSURANCE PROPOSAL

DATE August 21, 2023

BUSINESS CLIENT WILLIAMSON COUNTY EMS
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6388

EFFECTIVE DATE October 01, 2023
EXPIRATION DATE October 01, 2024

QUOTE 3517153-2
RENEWAL OF 791-00-21-01-0001

IN PARTNERSHIP WITH MCGRIFF INSURANCE SERVICES, LLC
10100 KATY FREEWAY, SUITE 400
HOUSTON, TX 77043

YOUR ACCOUNT MANAGEMENT TEAM
INTACT INSURANCE Karen Williams

UNDERWRITING COMPANY Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

Additional Terms, Conditions, and Underwriter Comments:

Terrorism must be purchased or rejected in writing

Three year rate guarantee applies

About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.

FirstFire Services Quote Proposal

Premium Summary for WILLIAMSON COUNTY EMS

Coverages	Coverage Premium
Liability Coverages	$15,584
Terrorism Coverage	$779
Professional Liability Coverages	$6,872
Premium When Excluding Terrorism Coverage	$22,456
Premium When Including Terrorism Coverage	$23,235

Payment Plan
Agency Bill - Annual - Payment in Full No Installments

Common Policy Forms

Form	Description
4 VIL 100 04 23	COMMON POLICY DECLARATIONS
ASC 00 02 01 98	PREMIUM STATEMENT
ASC 00 12A 09 18	SCHEDULE OF LOCATIONS
GRS IL 004 01 16	MULTI-YEAR RATE GUARANTEE
VIL 001 02 05	COMMON POLICY CONDITIONS- (N/A TO VA AUTO)
VIL 689 TX 02 05	TX CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
ASC 00 11 01 98	Schedule 1 - LIST OF COMMON DEC FORMS

Non-Policy Forms

Form	Description
GRS PHN 004 10 20	POLICYHOLDER NOTICE
GRS PHN 006 12 21	POLICYHOLDER NOTICE
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
PHN 001 IL 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PHN 003 IL 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PHN 059 05 20	TEXAS COMPLAINT NOTICE

SCHEDULE OF LOCATIONS

Loc	Address
1	3189 SE INNER LOOP GEORGETOWN, TX 78626-6388 Site 1, GL Only, EMS

General Liability Policy Coverages

Coverage	Limit	Deductible	Premium
General Aggregate	$10,000,000		
Products/Completed Operation Aggregate	$10,000,000		
Coverage A Bodily Injury and Property Damage			
Each Occurrence	$1,000,000		
Coverage B Personal and Advertising Injury	$1,000,000		
Coverage A & B			
Loss Only Deductible Each Occurrence or Offense		$0	
Damage to Premises Rented to You			
Each Occurrence	$1,000,000		
Coverage C Health Care and Social Services			$7,834
Each Wrongful Act	$1,000,000		
Deductible Each Wrongful Act		$0	
Medical Expense	$10,000		$704

General Liability Location Coverages

Loc	Bldg	Coverage	Premium Basis	Deductible	Premium
		Class: 44130 Fire Protection Services			
1	1	Coverage A&B			$7,046

General Liability Forms

Form	Description
ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 01 03 06 06	TX CHANGES
CG 21 71 01 15	EXCL- OTHER ACTS OF TERRORISM; CAP ON CERTIFIED LOSSES
CG 26 39 12 07	TX CHANGES - EMPLOYMENT - RELATED PRACTICES EXCLUSION
GRS GL 103 08 17	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GRS GL 210 01 16	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA RELATED LIABILITY; COMPUTER OR COMPONENTS; NETWORK SECURITY OR HACKING EVENT
GRS GL 402A 01 16	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
VCG 100 10 98	LIABILITY SCHEDULE
VIL 679 TX 02 05	TX CHANGES-CANCELLATION & NONRENEWAL
VIL 756 TX 03 12	TX CHANGES - DUTIES
ASC 00 11 01 98	Schedule 2 - LIABILITY FORMS LIST

Professional Liability Policy Coverages

Coverage	Limit	Deductible	Premium
Defense Expense for Injunctive Relief			Included
Each Wrongful Act	$50,000		
Aggregate	$100,000		
Public Officials Errors & Omissions			$377
Each Wrongful Act	$1,000,000	$0	
Aggregate	$10,000,000		
Public Officials Employment Practices			$6,343
Each Offense	$1,000,000	$0	
Aggregate	$10,000,000		
Public Officials Employee Benefits Administration			$152
Each Offense	$1,000,000	$0	
Aggregate	$10,000,000		

Professional Liability Forms

Form	Description
APR 005 02 99	PROFESSIONAL LIAB DECLARATIONS
GRS EO 103 08 17	PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM
GRS EO 206 01 16	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY; COMPUTER OR COMPONENTS; NETWORK SECURITY OR HACKING EVENT
GRS EO 400 01 16	LIMITATION OF COV - DESIGNATED PREMISES OR OPERATIONS
GRS EO 404 11 21	FLSA DEFENSE EXPENSES EXTENSION
GRS EO 405 11 21	HIPAA FINES PENALTIES EXTENSION
ASC 00 11 01 98	Schedule 3 - PROF LIAB POLICY FORMS LIST

Insured Name and Address:

WILLIAMSON COUNTY EMS
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6388

Quote Number: 3517153-2

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is $779.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

[X]	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the Act.

If your policy includes Property coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue.

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If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides Property coverage, $0. This amount is included in your policy premium and cannot be rejected.

If your policy includes Inland Marine coverage in one or more of these states: CA, ME, MO, OR or WI; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is $0. This amount is included in your policy premium and cannot be rejected.

MSchmitt	Atlantic Specialty Insurance Company
Policyholder/Applicant's Signature	Insurance Company
Malea Schmitt	9/11/2023
Print Name	Date

If you have any questions about this notice, please contact your agent.

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If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance broker McGriff Insurance Services, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

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Any third party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate.

McGriff assumes no liability in connection with any Third Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, McGriff does not accept any responsibility nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third Party Entities, Products and/or Services. McGriff expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third Party Entities, Products or Services prior to their engagement or use.

TERMS & CONDITIONS

AUDIT
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PROVIDER SECURITY STANDARDS

MCGRIFF (MCGRIFF INSURANCE SERVICES, INC.)

The following is a brief summary of the measures we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

PROVIDER CLASSIFICATIONS

"Approved Provider" – A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of "A, Exceptional or ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

"Exception Provider" – Any provider whose Best's rating is below "A-". The A.M. Best's rating of an "exception" provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

"Prohibited Provider" – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best's Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best's International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

PROVIDER SECURITY STANDARDS (Con't.)

Best's Rating System – The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

A.M. BEST'S RATINGS

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

NON-ADMITTED CARRIERS

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Additional Provider rating guidelines are as follows:

1. (P&C & Surety Standards) **Demotech Financial Stability Rating** of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) **Demotech Financial Stability Rating** of "A, Exceptional.

2. (P&C and Surety Standards): **ALIRT** score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) **ALIRT** score of 35 with five (5) or fewer flags.

The Provider ratings for carriers used in placing your insurance program:

INSURER	COVERAGE	PROVIDER RATING	NON-ADMITTED Y/N

Insurance quote presented to:

Williamson County

Proposed policy period

10/01/2023 - 10/01/2024

NO FLAT CANCELLATIONS ONCE COVERAGE IS BOUND

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

QUOTE

RE: Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

Submission #:04250111
Quote Letter #:14939747

Renewal of Policy:0100208950-0

We are pleased to offer the following quote. This quote is valid until 10/01/2023 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Company: Kinsale Insurance Company
Coverage Form: Excess Casualty - Claims Made

Policy Term: 10/01/2023 - 10/01/2024
Retro Date: 10/01/2022

Limits of Liability:

$2,750,000 Each Occurrence
$2,750,000 Annual Aggregate

Business Description:

Schedule of Underlying Insurance:

Law Enforcement

Carrier:	Lexington Insurance Company	Each Occurrence	$1,750,000
Policy Term:	10/01/2023 - 10/01/2024	General Aggregate	$1,750,000
Coverage Form:	Claims Made (Retro Date: 10/01/2021)		

Premium:	$487,766	Minimum Earned Premium:	25.00%
Terrorism Premium *(Optional):*	$0		
Total Premium:	**$487,766**		
Company Fees:	**$50**		
Total Amount Due:	**$487,816**		

Premium is 100.00% minimum and deposit.

If this quote indicates the policy would be subject to audit, the initial premium charged is estimated and considered a deposit premium, the final premium charged for the policy will be determined by audit based on the actual risk exposure during the policy term. Audit will take place at the end of the policy term or upon policy cancellation.

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us. By accepting this quote, you consent to receiving the policy electronically. You agree that such electronic delivery satisfies any legal requirement that such delivery be in writing.
Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.

Contingencies:
This Quote is subject to our receipt and acceptance of the following items:
1) Currently valued 5 year loss runs (valued within 30 days of the effective date)
2) Currently signed and dated version of the submitted PRU LEL application (within 30 day period prior to effective date).
3) Complete copies of all underlying policies within 60 days of binding coverage.
4) Copy of primary binder
5) Copy of any subjectivity materials requested by the primary carrier.
Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote subject to revision or withdrawal pending final review.

Comments:

Exclusions and Endorsements:
PEX1000-1021 - Excess Liability Declarations
ADF9013-0323 - Notice - Where To Report A Claim
ADF9003-0723 - Texas Notice
ADF4001-0110 - Schedule of Forms
PEX1001-0323 - Schedule of Underlying Insurance (FOLLOWED POLICY: Refer to Endorsement PEX2000 Policy Type: Limited to the Specified Coverage Section named below: Law Enforcement Liability)
PEX0001-1021 - Excess Follow Form Liability Insurance Policy
PEX2000-0622 - Limitation of Coverage to Specified Coverage Section of Followed Policy
PEX2002-0323 - Retroactive Date Endorsement (10/1/2022)
PEX3000-0323 - Exclusion - Prior or Pending Litigation (10/1/2022)
PEX3001-1021 - Exclusion - Pathogen and Related Hazards
PEX3006-1021 - Exclusion - Cyber-Attack
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

Mark D Erwin
Account Executive
National Accounts Property
Phone: (281) 606-8482

4650 Westway Park Blvd
Houston, TX 77041

PROPERTY/BOILER QUOTATION

August 30, 2023

MCGRIFF INS SERVICES LLC
10100 KATY FREEWAY STE 400
HOUSTON, TX 77043

ATTN: SUSAN GOLLA

Re: WILLIAMSON COUNTY
100 WILCO WAY, SUITE HR101
GEORGETOWN, TX 78626-0000

Effective from: 10/01/2023 **to** 10/01/2024

I'm pleased to offer a Property and Boiler & Machinery quotation on the above account.

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTATION. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTATION HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTATION CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Insuring Company: Travelers Lloyds Insurance Company

Policy Territory: The United States of America and Canada

Coverage, Limits and Deductibles:
See the attached outline of the coverage forms, Limits of Insurance and policy amendments provided in this quotation.

THIS QUOTATION DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY THE TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

Total Insured Values: $454,271,051

Premium: $1,211,000

The premium is based on total insured value as outlined in the quotation. Any fees, taxes and/or surcharges which carriers are required to collect on behalf of local jurisdictions, are in addition to the policy premium shown.

Rate: .2666

Payment Plan: Lump sum as provided by the Agency Bill System

Terms and Conditions:

1. Please accept this proposal as the Broker for the captioned account.
2. The policy will be subject to all state-mandated endorsements.
3. Consult Policy for Actual Terms and Conditions.
4. The attached is subject to your compliance with our reasonable engineering recommendations.
5. The policy includes an Exclusion of New “Frame Buildings” in the Course of Construction.
6. The Exclusion - "Certain computer related losses due to dates or times" applies.
7. Please forward a signed and completed Business Income Worksheet prior to issuance.

This proposal expires automatically on 09-30-23.

Please call me with any questions you may have after you have had a chance to review.

Regards,

Mark D Erwin
Account Executive

Top 10 Reasons to Choose Travelers National Property

1. Travelers is the #1 commercial property writer in the U.S.*
2. Thousands of businesses insured, covering in excess of $1 trillion in property values.
3. Significant capacity of over $1 billion.
4. Global coverage in 120 countries for multinational companies.
5. 12,000+ person-strong claim organization.
6. Major case unit with extensive experience on large, complex property losses.
7. 700+ Risk Control consultants countrywide provide recommendations to help customers better survive events and ultimately return to business quickly.
8. A Dow 30 company since 2009.
9. A leading property/casualty insurance carrier for over 160 years.
10. Consistent, superior financial strength with an A.M. Best rating of "A++ Superior."

*SNL Financials 2018 Direct Written Premium
For more information, go to www.travelers.com/nationalproperty

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit www.travelers.com/ProducerCompDisclosure.

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

VISIT OUR WEBSITES

As a value-added service to its customers, Travelers offers a variety of online tools and resources.

PROPERTY RISK TOOLWORKS℠
Property Risk Toolworks delivers real-time geospatial information to help you manage your property exposures.

When you're up against severe weather conditions including wind, active hurricanes, wildfires and the potential for earthquakes and floods, business operations can suffer. Property damage and business interruption can impede a business's ability to function.

Travelers' powerful resource, Property Risk Toolworks, excels at helping you manage your property risk using advanced mapping technology and includes claim and risk control information organized by location.

Use Property Risk Toolworks to:
- View your insured locations using a variety of maps and filters
- Evaluate hazard risks on a map, including earthquake and flood exposures, active hurricanes and wildfires
- Review your Travelers Risk Control information and recommendations
- See property Claim information on locations within your policy

There's a lot at stake when it comes to managing large property risks. And in today's environment of potential catastrophes, proactive risk management and timely intervention is critical for both preventing property damage and minimizing the impact when it can't be avoided. Register today and quickly know where your property is most at risk.

RISK CONTROL

Travelers Risk Control offers a wealth of resources to help clients in their everyday safety and risk management needs. In addition to our property Risk Control services, which include on-site surveys, consultations, and future construction and sprinkler plan reviews, customers can find valuable safety and risk management resources by logging in to the Risk Control Customer Portal at www.travelers.com/riskcontrol. Upon *registering* as a Travelers insured, our customers gain exclusive access to more than 1,500 products and services.

Here are just a few noteworthy tools available exclusively to registered Travelers customers:

- Travelers Virtual Risk Manager℠ – an online self-assessment tool that helps identify safety performance gaps and delivers a customized action plan to assist in addressing safety needs.
- TravSources℠ – a collection of safety and risk management resources packaged by industry or topic
- Inspection checklists to help you monitor and control hazards to avoid losses
- Task Manager to help you manage safety tasks throughout your organization
- Your Travelers Risk Control correspondence history
- Newsletters and alerts to stay current on safety news and emerging issues.
- Customer link to the Institute for Business & Home Safety/Travelers co-branded *Open for Business*® interactive Web-based natural hazards assessment and planning tool, plus a multitude of other natural disaster and business continuity products.

Risk Toolworks™

In the office or on-the-go, access our website 24/7 with our Risk Toolworks™ Mobile app.

Available for iOS at the App Store and for Android at Google Play.

CLAIM

Each year, Travelers receives more than one million claim loss notices, issues almost six million checks and pays out more than $14 billion in claims. Travelers has approximately 12,000 skilled claim professionals in 100 claim offices and additional points of service across the country and internationally. We have a team devoted exclusively to property losses and a Major Case Unit that specializes in high-severity claims.

Dedicated catastrophe response teams are on call 24/7 to immediately respond to a disaster anywhere in the country.

For a more in-depth look at our claim services, visit our Claim Website at www.travelers.com/claims.

Federal Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses is included in the total premium for this policy. The charge that has been included for such Insured Losses under this policy is the amount indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

$ 35,655

TRAVELERS

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Supplemental Coverage Declarations

READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

A. POLICY LIMIT: In no event shall liability under this policy arising out of one occurrence exceed $100,000,000, nor shall liability in any one occurrence for any one Building, any one Structure or Business Personal Property at any one location exceed 115% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Company, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

If, at the time of loss, the values shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each Building, each Structure or Business Personal Property at each location:

1. The value for each Building and Structure will be developed by multiplying the reported Building and Structure value that includes the value of the individual Building or Structure that is damaged, by the proportion that the square footage of that individual Building or Structure bears to the total square footage of all Buildings and Structures contemplated in that reported Building and Structure value.

2. The value of Business Personal Property at each location will be developed by multiplying the reported Business Personal Property value that includes the value of Business Personal Property at the individual location of damage, by the proportion that the square footage of all Buildings and Structures at that individual location bears to the total square footage of all Buildings and Structures at all locations contemplated in that reported Business Personal Property value.

B. LIMITS OF INSURANCE – For application of Limits of Insurance, refer to Conditions A.2. and A.3. in the Policy Conditions, Additional Provisions and Definitions Form:

1.	Buildings, in any one occurrence: Included means, included in the Policy Limit.		Included
2.	Business Personal Property excluding Personal Property of Others, in any one occurrence: Included means, included in the Policy Limit.		Included
3.	Personal Property of Others, in any one occurrence:	$	250,000
4.	"Electronic Data Processing Data and Media", in any one occurrence:	$	1,000,000
5.	Accounts Receivable, in any one occurrence:	$	2,500,000
6.	Valuable Papers and Records, in any one occurrence:	$	2,500,000
7.	"Fine Arts", in any one occurrence: Subject to a maximum per item of:	$ $	1,000,000 10,000
8.	Newly Constructed or Acquired Property, at any one building, in any one occurrence: Number of days 120.	$	5,000,000

9.	"Outdoor Property" including Debris Removal, in any one occurrence:	$	250,000
	Trees, shrubs and plants are subject to a maximum per item of:	$	2,500
10.	Covered Property in Transit, in any one occurrence:	$	250,000
11.	Debris Removal, in any one occurrence:		
	a. 25% of the sum of the amount paid for Covered Property loss and the applicable deductible.		
	b. Additional Debris Removal Expense:	$	250,000
12.	"Pollutant" Cleanup and Removal – Direct Damage, aggregate in any one policy year:	$	250,000
13.	Claim Data Expense – Direct Damage, in any one occurrence:	$	50,000
14.	Ordinance or Law		
	Loss to the Undamaged Portion of Buildings, in any one occurrence:	$	25,000,000
	Demolition Cost, in any one occurrence:		Included
	Increased Cost of Construction, in any one occurrence:		Included
	Included means, included in the Limit shown for Loss to the Undamaged Portion of Buildings.		
15.	Limited "Fungus", Wet Rot and Dry Rot Coverage – Direct Damage:		
	a. In any one occurrence:	$	100,000
	b. Aggregate in any one policy year:	$	250,000
16.	Business Income, in any one occurrence:	$	1,500,000
	Rental Value, in any one occurrence:		Included
	Included means, included in the Limit shown for Business Income.		
	Ordinary Payroll: Excluded		
	Extended Business Income or Rental Value at 60 days.		
	Civil Authority 30 days.		
	Ingress or Egress, in any one occurrence:	$	25,000
	Number of miles 1.		
	Number of days 30.		
	Ordinance or Law - Increased "Period of Restoration", in any one occurrence:	$	250,000
	Newly Acquired Premises – Time Element, in any one occurrence:	$	500,000
	Number of days 120.		
	Undescribed Premises – Time Element, in any one occurrence:	$	100,000
	Claim Data Expense – Time Element, in any one occurrence:	$	25,000

	"Pollutant" Cleanup and Removal – Time Element, aggregate in any one policy year:	$	25,000
	Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element 30 days.		
	The Rental Value Limit shown above is subject to the following limitation: In no event shall liability in any one occurrence for loss of Rental Value at any one building exceed 110% of the individually stated Rental Value amount for that building shown in the latest Statement of Values or other documentation on file with the Company. If, at the time of loss, the Rental Value amounts shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each building, the Rental Value amount for each building will be developed by multiplying the reported Rental Value amount that includes the Rental Value amount for the individual building that is damaged by the proportion that the square footage of that individual building bears to the total square footage of all buildings contemplated in that reported Rental Value amount.		
17.	Extra Expense, in any one occurrence:	$	5,000,000
	Civil Authority 30 days.		
	Ingress or Egress, in any one occurrence: Number of miles 1. Number of days 30.	$	25,000
	Ordinance or Law - Increased "Period of Restoration", in any one occurrence:	$	50,000
	Newly Acquired Premises – Extra Expense, in any one occurrence: Number of days 120.	$	50,000
	Undescribed Premises – Extra Expense, in any one occurrence:	$	50,000
	Claim Data Expense – Extra Expense, in any one occurrence:	$	25,000
	"Pollutant" Cleanup and Removal – Extra Expense, aggregate in any one policy year:	$	25,000
	Limited "Fungus", Wet Rot and Dry Rot Coverage – Extra Expense 30 days.		
18.	Earthquake, Volcanic Eruption, Landslide and Mine Subsidence– aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:		
	a. Occurring in Alaska, Hawaii or Puerto Rico:		Not Covered
	b. Occurring in California:		Not Covered

c.	Occurring in High and Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas as per MS C6 09:		Not Covered
d.	Occurring anywhere else in the Policy Territory:	$	25,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.

19. Flood – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:

a.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone A or Zones prefixed A as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:	$	2,500,000
b.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone V or Zones prefixed V as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:		Not Covered
c.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone B, Zone X (shaded) or Zone X-500 as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:	$	10,000,000
d.	Occurring anywhere else in the Policy Territory:	$	25,000,000

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the insurance and Annual Aggregate Limit, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

	If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.		
20.	Boiler and Machinery (Insured's premises only): Property Damage, in any one Accident:		Included
	Business Income and Rental Value, in any one Accident:		Included
	Extra Expense, in any one Accident:		Included
	Leasehold Interest, in any one Accident:		Included
	Hazardous Substance, in any one Accident: Ammonia Contamination: Any other substance:	 $ $	 250,000 250,000
	Water Damage, in any one Accident:	$	250,000
	Consequential Damage, in any one Accident:	$	250,000
	Included means, included in the Limit of Insurance that otherwise applies under this policy to the coverage for which included is indicated.		
	Boiler and Machinery (Insured's premises only) all coverages combined, maximum in any one Accident:	$	100,000,000
21.	Limited Electronic Vandalism Cause of Loss Coverage, aggregate in any one policy year:	$	50,000
22.	Contractors Equipment, in any one occurrence: Subject to a maximum per item of:	$ $	5,000,000 100,000
	Newly Acquired Contractors Equipment, in any one occurrence: Equipment Rental Expense, in any one occurrence:	$	100,000 Not Covered
23.	Expediting Expenses, in any one occurrence:	$	250,000
24.	Leasehold Interest, in any one occurrence:	$	1,000,000
25.	Covered Animals – Direct Damage, in any one occurrence: Subject to a maximum per animal of:	$ $	100,000 15,000
26.	Errors and Omissions, in any one occurrence:	$	1,000,000
27.	Utility Services – in any one occurrence:		
	Utility Services, combined Direct Damage and Time Element, including Boiler and Machinery:	$	2,500,000

28.	Unscheduled Leased or Rented Contractors Equipment, as per Endorsement 2, in any one occurrence:	$	250,000
	Subject to a maximum per item of:	$	50,000

C. DEDUCTIBLES: For application of Deductibles, refer to the Application of Deductibles conditions in the Policy Conditions, Additional Provisions and Definitions Form.

1.	To Business Income Coverage and Rental Value Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
2.	To Extra Expense Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
3.	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence:	$	100,000

As respects Business Income, the deductible is included in the occurrence deductible.

As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

4. By Flood:

a.	Occurring within Flood Zone A or Zones prefixed A, as classified under the National Flood Insurance Program, the deductible, in any one occurrence for each building or structure and its contents separately, will be the amount recoverable under the National Flood Insurance Program when the maximum amount of insurance permitted by the National Flood Insurance Program applies, whether or not the coverage is purchased or maintained. In the event the community in which the premises are located has been suspended from the National Flood Insurance Program, each such deductible shall instead be the amount that would have been recoverable under the National Flood Insurance Program if the community had not been suspended and the maximum amount of insurance that would have been permitted by the National Flood Insurance Program applied. In addition, the following deductible will apply to property not eligible and coverages not available under the National Flood Insurance Program that are covered under this policy, and any difference in the valuation between the policies, at each affected location, in any one occurrence:	$	100,000
b.	Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence:	$	100,000

As respects Business Income, the deductible is included in the occurrence deductible.

As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the Flood deductible, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

5. By "Windstorm" or Hail:

a.	Occurring in High Hazard Wind Areas, as per MS C6 06, in any one occurrence: Percentage applies per Unit	5	%	$	1,000,000
b.	Occurring anywhere else in the Policy Territory where "Windstorm" or Hail coverage applies, in any one occurrence: Percentage applies per Unit	3	%	$	1,000,000

As respects Business Income, any applicable percent deductible shown above applies.

As respects Business Income, if no percent deductible applies, the deductible for Business Income is included in the occurrence deductible.

As respects Rental Value, any applicable percent deductible shown above applies.

As respects Rental Value, if no percent deductible applies, the deductible for Rental Value is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

6.	By Boiler and Machinery, in any one Accident: Applicable to Direct Damage only.			$	25,000
7.	By Boiler and Machinery to Business Income and Rental Value, in any one Accident:		Hours		48

8.	By Boiler and Machinery to Extra Expense, in any one Accident:	Hours	48
9.	To Utility Services - Direct Damage, including Boiler and Machinery, in any one occurrence:	$	25,000
10.	To Utility Services - Time Element, including Boiler and Machinery, in any one occurrence:	Hours	72
11.	By “Water Damage”, as per Endorsement 1, at each affected location, in any one occurrence:	$	250,000
12.	To Covered Animals, in any one occurrence:	$	5,000
13.	To any other covered loss, in any one occurrence:	$	25,000

D. **VALUATION PROVISION:** Replacement Cost applies as per MS C5 05, except as otherwise stated within endorsement MS C5 05, within this Supplemental Coverage Declarations or elsewhere in this policy.

E. **SOLE AGENT PROVISION:** For any insurance afforded by this policy, WILLIAMSON COUNTY shall act on behalf of all Insureds with respect to the giving and receiving of notice of cancellation or nonrenewal, the payment of premiums, the receiving of return premiums, and the acceptance of any endorsement issued to form a part of this policy.

F. **PREMIUM ADJUSTMENT:** This policy will be adjusted as needed for any changes in values and premiums.

G. **ISSUING COMPANY:** The Travelers Lloyds Insurance Company (Texas Locations Only)

POLICY CHANGES

This endorsement modifies the insurance provided under this policy.

The following Deductible provision is added:

As respects any covered loss or damage caused by “water damage”, regardless of the cause of the “water damage”, the Company will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible amount shown in the Supplemental Coverage Declarations for “Water Damage”, unless a higher deductible applies to:

a. The cause of the “water damage”;

b. The property involved in the “water damage”; or

c. Any coverage(s) involved in the “water damage” loss;

in which case the higher deductible will apply. The Company will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

This “Water Damage” deductible does not apply to any loss or damage from “water damage” that is itself caused by fire.

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CONTRACTORS EQUIPMENT - CHANGES

This endorsement modifies the insurance provided under the Contractors Equipment endorsement.

The following Additional Coverage Extension is added:

Unscheduled Leased or Rented Contractors Equipment

1. The insurance provided for Contractors Equipment is extended to apply to direct physical loss or damage by a Covered Cause of Loss to Unscheduled Leased or Rented Contractors Equipment, other than newly acquired Contractors Equipment to which the Newly Acquired Contractors Equipment Additional Coverage Extension applies, that is:
   a. Property of others leased or rented to the Insured while it is in the care, custody or control of the Insured;
   b. Of a type similar to the Contractors Equipment described in the most recent Schedule of Contractors Equipment or other documentation on file with the Company; and
   c. Not described in the most recent Schedule of Contractors Equipment or other documentation on file with the Company.
2. This coverage will end when one of the following first occurs:
   a. This policy is canceled or expires;
   b. The property is reported to the Company; or
   c. The property is more specifically insured elsewhere.
3. The most the Company will pay for loss or damage in any one occurrence under this coverage is the Limit of Insurance specified for Unscheduled Leased or Rented Contractors Equipment shown in the Supplemental Coverage Declarations.

   This is not additional insurance. Payments under this extension will not increase the Contractors Equipment Limit of Insurance.

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LAW ENFORCEMENT LIABILITY QUOTATION

APPLICANT: Williamson County, Texas
401 West 6th Street
Georgetown, TX 78626

INSURER: **LEXINGTON INSURANCE COMPANY**
BEST RATING: A XV
A SURPLUS LINES CARRIER

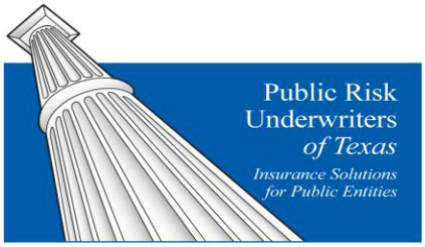
PROPOSED INCEPTION: October 1, 2023

POLICY LIMITS: Each Occurrence/ Annual Agg.	**SELF INSURED RETENTION:** Including LAE	**ANNUAL PREMIUM**
$1,750,000 / $1,7500,000	$500,000	$836,289

TERMS, CONDITIONS, AND SUBJECTIVITIES include but are not limited to:

- $350 Policy Fee in addition to the annual premium.
- Retroactive Date: 10/1/2021
- Policy Form: **PRG 4126 (11-22)** A **CLAIMS-MADE** form.
- Completed, **signed, and dated** PRU-TX application [Form: **PRU-TX LEL App (01/22)**] - **prior to binding.**

- Trade or Economic Sanctions Endorsement (89644 (6-13))
- 25% Minimum Earned Premium Endorsement (PRG 4131 (11-22))
- Service of Suit Condition Endorsement (PRG 2023 (5-14))
- Recording and Distribution of Material or Information in Violation of Law Excl Endt (119914 (10-16))
- Access or Disclosure of Confidential or Personal Information Exclusion Endorsement (PRG 4125 (11-22))
- Self-Insured Retention Endorsement (PRG 4221 (02-23))
- Defense Inside the Limit of Liability Endorsement (PRG 4146 (12-22))
- Manuscript Endorsement – Big Fish Entertainment and Live PD Television Series (Form TBD)
- Any Notices or Disclosures required by the state regulatory agency.



If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwriters of Texas. In the event of a difference, the policy will prevail.

This proposal is valid until 12:01 AM October 1, 2023. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. Forms and endorsements are available upon request. If you have any questions or would like alternative proposals, don't hesitate to get in touch with us.

REMINDER: Only **PRU of Texas** has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of **PRU of Texas.**

An ERP is available for one, two, or three years for an additional fully earned premium equal to 75%, 125%, or 150%, respectively.

Board of Directors
Suzan E. Fenner, Chair, *Dallas*
Larry W. Hicks, Vice Chair, *El Paso*
Billy C. Allen, III, *Houston*
Cynthia L. Benavides, *Weslaco*
Patricia D. Chamblin, *Beaumont*
Ben Davidson, *Lubbock*
Richard C. Hile, *Austin*

TLIE TEXAS LAWYERS' INSURANCE EXCHANGE®
Experience when you need it most.

Henry A. Kelly, *Albuquerque*
John H. Lovell, *Amarillo*
Aida A. Montanaro, *Brownsville*
Carrie J. Phaneuf, *Dallas*
Harry G. Potter, III, *Houston*
Jaclyn Roberson, *San Antonio*
Julie C. Stern, *Canton*

September 15, 2023

Williamson County
Administrative Office of the District Courts
405 Martin Luther King Jr St
Georgetown, TX 78626

Re: Texas Lawyers' Insurance Exchange Judges' Professional Liability Insurance Program

Dear Ron:

Pursuant to the applications which you submitted to Texas Lawyers' Insurance Exchange for the Williamson County judges on the enclosed invoice, we appreciate having the opportunity to offer for your consideration the following quotation for separate policies for each of the Judges on the enclosed invoice:

Each Judge Limits of Liability per claim/aggregate	Each Judge Deductible	Each Judge Premium	Total Premium
$1,000,000/$1,000,000	$1,000	$1,500.00	$7,500.00

Each policy will have the endorsement enclosed with this letter.

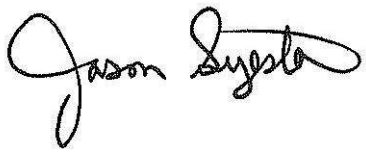
We hope that you will consider the following when purchasing your TLIE policy:

TLIE operates without a profit motive. The Association is controlled by a Board of Directors elected by and from the policyholder members.

TLIE provides a claims-made policy which offers prior acts coverage for judicial-related claims, subject to the terms and provisions of the policy. Since there is a prior knowledge exclusion in the policy (see Article 3.10 of the specimen policy), if you are aware of any circumstance, act, error or omission which you believe might result in a future claim, you should immediately report the matter to your current insurance carrier. We suggest that you report the matter even if you believe that the potential claim would be frivolous or unjustified, in order to protect yourself.

Two (2) invoices are enclosed. Please return one (1) with your payment. Please call to confirm coverage. If you need assistance, please feel free to call us at 1-800-252-9332.

Sincerely,



Jason Syesta
Vice President of Member Services

Enclosures

INVOICE

Home Office:
1801 S. MoPac, Suite 300
Austin, TX 78746

(512)480-9074
Toll Free 1-800-252-9332

DATE: September 15, 2023

JUDGE:

No.1	Honorable Betsy F Lambeth	(Retroactive Date: 10/01/2022)
No.2	Honorable Donna Gayle King	(Retroactive Date: 10/01/2022)
No.3	Honorable Stacey Lynn Mathews	(Retroactive Date: 10/01/2022)
No.4	Honorable Ryan Daniel Larson	(Retroactive Date: 10/01/2022)
No.5	Honorable Scott King Field	(Retroactive Date: 10/01/2022)

AMOUNT
REMITTED $ _____

Policy Period		**Description**	**Premium Amount**
Effective	Expiration		
October 1, 2023	October 1, 2024	Judges' Professional Liability Insurance 1,000,000/1,000,000 per claim/aggregate limits 1,000 Deductible	$7,500
		Total	$7,500

PLEASE RETURN THIS COPY WITH YOUR PAYMENT

INVOICE

Home Office:
1801 S. MoPac, Suite 300
Austin, TX 78746

(512)480-9074
Toll Free 1-800-252-9332

DATE: September 15, 2023

JUDGE:

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AMOUNT
REMITTED $ _____

Policy Period		**Description**	**Premium Amount**
Effective	Expiration		
October 1, 2023	October 1, 2024	Judges' Professional Liability Insurance 1,000,000/1,000,000 per claim/aggregate limits 1,000 Deductible	$7,500
		Total	$7,500

COPY FOR YOUR RECORDS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED UNMANNED AIRCRAFT

This endorsement may be used to modify insurance provided under the following:
GENERAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART

This endorsement does NOT extend insurance for any above Coverage Part if Item 3 of the Declarations for this Policy indicates "Not Covered" for such Coverage Part.

SCHEDULE

Coverage Part(s) Modified By This Endorsement	**Description Of Unmanned Aircraft**	**Description Of Operation(s) Or Project(s)**
Limit Of Indemnity		
Unmanned Aircraft Liability Aggregate Limit: $		

A. Only with respect to the Coverage Part(s) listed in the **SCHEDULE** above, Section **B. COMMON POLICY EXCLUSIONS**, Paragraph **2.** in the Common Policy Conditions, Exclusions and Definitions section of this policy is amended to include the following:

This exclusion does not apply to any **unmanned aircraft** described in the **SCHEDULE**, but only with respect to the operation(s) or project(s) described in the **SCHEDULE**.

B. If an Unmanned Aircraft Liability Aggregate Limit is shown in the **SCHEDULE**, the following provisions are added to Section **D. LIMITS OF INDEMNITY** of those Coverage Part(s) listed in the **SCHEDULE**:

Subject to Paragraph **4.** or **5.** of Section **D. LIMITS OF INDEMNITY,** whichever applies, the Unmanned Aircraft Liability Aggregate Limit shown in the **SCHEDULE** is the most we will pay for the sum of damages because of **bodily injury**, **property damage**, **personal injury** or **advertising injury** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

The Limits of Indemnity shown in Item **4.** of the Declarations continue to apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury**, as applicable, arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft** but only if, and to the extent that, a limit of indemnity is available under the Unmanned Aircraft Liability Aggregate Limit.

The Limits of Indemnity provided in this endorsement are part of and not in addition to the applicable Coverage Part's Aggregate Limit shown in Item 4. a. of the Declarations.

SPECIMEN

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chamber
insurance agency services

20 Commerce Drive
Second Floor
Cranford, N.J. 07016

Toll Free: 800.336.2007
Fax: 973.731.2288
www.chamberagent.com

August 15, 2023

Mr. Kevin Teller
Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626-8207

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Williamson County
Policy Number: PLC000168373
Expiration Date: 12/18/23

Dear Mr. Kevin Teller,

We are pleased to announce that we have further streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

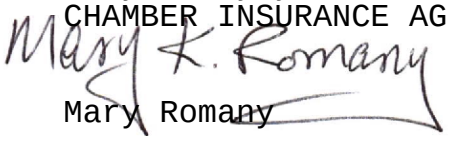
State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
CHAMBER INSURANCE AGENCY SERVICES, L.L.C.



Mary Romany

mromany@chamberagent.com

cc: Ms. Shela Ferrell
JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-



Storage Tank Third Party Liability

TankGuard ® Renewal Warranty

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/23 - 12/18/24

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☐ $1 million/$1 million ☐ $1 million/$ 2 million ☐ $2 million/$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ $5,000 ☐ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000

For Deductibles above $50,000, please include your most current audited financial statement.

AIG

Renewal Warranty Acknowledgement

APPLICANT: _____ (Signature)
Williamson County

APPLICANT: _____ (Print Name)

DATE: _____

BROKER: JI Special Risks Insurance Agency, Inc. (Firm)

10535 Boyer Boulevard, Suite 100
Austin, TX 78758- (Street Mailing Address)

Ms. Shela Ferrell (Contact person)

(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)

1575 (License Number and State)

742538186 (Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: $45

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

Williamson County

Pol#: 000168373
Quote#: 100270

121187 (01/16)
CI5974

Commissioners Court - Regular Session **40.**

Meeting Date: 09/26/2023

County Clerk Records Archive Fee

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to set a fee of $10 for the County Clerk Records Archive Fee.

Background

Per Texas Local Government Code 118.025, the commissioner's court of a county may adopt a records archive fee as part of the county's annual budget. This fee is collected and placed in a separate fund so that the Clerk may present a plan and use these funds specifically as directed under Local Governement Code 118.025. This is a continuation of a fee already being collected.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:24 AM
Form Started By: Julie Kiley		Started On: 09/20/2023 01:19 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 09/26/2023

County Clerk Records Archive Plan FY23-24 Public Hearing

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

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2023-2024.

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	09/06/2023 08:11 AM
Form Started By: Nancy Rister		Started On: 09/05/2023 05:25 PM
Final Approval Date: 09/06/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 09/26/2023

Take appropriate action on County Clerk's Archive Budget 2023-2024

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

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archives for 2023-2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY23-24 CC Records Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/06/2023 08:11 AM
Form Started By: Nancy Rister		Started On: 09/05/2023 06:01 PM
Final Approval Date: 09/06/2023		

Archive Plan

For Preservation and Restoration
Of Archived Records

for
Nancy E. Rister, County Clerk

September 2023

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed $10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the $5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2019

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation.

Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

The Delayed Birth Record Project was completed in December 2015. A total of 23 books were photographed and sent to Kofile for restoration. It averages 7 to 12 weeks for Kofile to complete the restoration process.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go-live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

In October 2016, there were 20 books sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks for the vendor to complete.

Staff completed reviewing the 2007 microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center. Microfilm is still a preferred medium because of the length of its service life.

In August of 2017, a shipment of "Plats" were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and were shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

For FY 2018-2019 the Archive Division finished reviewing the 2006 & 2016 microfilm which consisted of a total of 345 reels containing 1,692,442 images. The 2017 microfilm is currently being created by the Texas State Library and should be available for review during the next reporting period.

Kofile completed digitizing the 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. The Archive Division completed the comparison of the Commissioner's Court Books to the Optical Character Recognition version. This consisted of 108 books with a total of 89,654 pages.

A total of 19 books were sent to Kofile for restoration and encapsulation in January of 2019. In June of 2019 the books were received back from the vendor. Photostat Probate Minutes Volumes 69-141 which needed a special preservation treatment to keep the pages from sticking to each other. This method of creating books was dropped in the 1970's when they realized the unintended consequences when creating the books by using this method. We have the 2017 reels of microfilm completed as of the spring of 2017. Images for 2018 & 2019 were sent to the State Library for creation of microfilm. Images for 2020 and beyond will be sent to that the State Library's FTP site so they will be able to download weekly to be able to create film almost immediately instead of waiting to the end of a fiscal year.

For FY 2020-2021 We have three pallets of criminal records that we received from the warehouse that were preserved and reviewed once received. These are from the 1800's and early 1900's. Storage room is becoming an issue. We will need to look at a larger facility to house the county historical records very soon. We are required by law to keep Commissioner Court records permanently as they continue to grow in size.

FY 2021-2022 All marriage licenses need to be on microfilm as well as the birth and death records. We have more books and thousands of Probate cases that need to be preserved. We will begin these projects but it may take almost ten years to complete just the thousands of Probate cases. A few more books will be preserved per State contract vendor. Books will need a place to be stored. There is no more room for planned roller shelving in the break room that was taken from us and remains unused. We will need a Records Building to house in a temperature controlled, humidity controlled, lighted with pest control services and other requirements as set forth by the Texas State Library & Archives for permanent record retention storage facilities.

FY 2022-2023 We are proofing the microfilm from the State on birth, death and marriage records we sent from through July 2022. We have taken photos of all the probate cases that we will be sending from 1906-1929 and will be shipping them to our vendor in October. The books have come back that we sent off last year, have been proofed for pages and they are all there. We will also start sending some of the Commissioners Court packets to be microfilmed and start analog backups of them as well. Again the Probate when we receive it back will be in book form and will not go back into the small pull drawers so we will need space for more roller shelving in the new building.

FY 2023-2024

Images of all Probate documents through 1984 completed by US Imaging will be entered into the Odyssey Probate Case Management Software. The next group of Probate cases ready for preservation will be picked up in October providing we can get a purchase order. We have gone through the process of an Interlocal with Harris County and have started one with Bexar County if we need it.

2022 Revenue

Document Type	Forecast of # documents filed subject to fee based on 2022 filings	Anticipated maximum revenue at $10.00 per document

Official Public Records	142,438	**$1,424,380**

Proposed Budget of Expenses for 2023-2024

Salaries for 5 people	**$278,461.00**
Longevity	**3,120.00**
Merit/Retention	**4,447.00**
FICA	**21,881.00**
Retirement	**45,908.00**
Insurance	**57,600.00**
Workers Comp	**422.00**
Preservation of books	**500,000.00**
Total	**$911,840.00**

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner’s court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's

budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) BEFORE collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003. Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to $10 maximum and the Records Archive Fee to a maximum of $10 to be implemented on September 1, 2013. The Records Management fee went up to $10 but the Archive fee stayed at $5 as computer and software purchases also come out of RMF as well as salaries which deplete it. This bill had an expiration date of 9-1-2019 but the expiration date was removed by **SB658** and signed by the Governor on 6-14-2019.

Commissioners Court - Regular Session **43.**

Meeting Date: 09/26/2023

FY24 Records Archive Fund Approval

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY24 Records Archive Fund budget, Fund 0384.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 Records Archive Fund

Fund Purpose FY24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:43 PM
Form Started By: Ashlie Holladay		Started On: 09/15/2023 12:13 PM
Final Approval Date: 09/15/2023		

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2022-2023	2023-2024 Expense Recommended Budget	2023-2024 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2023/2024
Discuss, consider and take appropriate action on the approval of the following 2023-2024 Budgets:						
0384	Records Archive - County Clerk	$ 4,898,095.65	$ 911,839.76	$ 1,200,000.00	$ 288,160.24	$ 5,186,255.89

Williamson County
Active Fund Listing
As of August 2023

Constitutional Funds

Fund 0100 General Fund – The main operating fund for Williamson County. It is used to account for all financial resources for the county except those required to be accounted in another fund.

Fund 0200 Road & Bridge Fund – Monies are collected from property taxes, vehicle registration and rebates from the State. The funds are used for maintenance and construction of County Roads and Bridges.

Fund 0600 Debt Service Fund – Monies collected, mainly property taxes, are used to pay long term debt expenditures.

Other Funds to be spent for Specific Purposes

Fund 0250 Pass-Through Funding Program – This fund is used to account for the reimbursements from Texas Department of Transportation (TXDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursement from TXDOT is based on a rate after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any remaining funds after the debt has been retired will be used for road projects.

Fund 0310 WM – Future Environmental Liability – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

Fund 0311 WM – Master Site Development – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

Fund 0312 WM – Community Recreational Facility – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected

Fund 0313 WM – City of Hutto and Hutto ISD – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

Fund 0314 Community Improvement Precinct 4 Fund – Donations received from Lealco, Inc. are to be expended for community improvement projects located in Precinct 4 of Williamson County. The donations are defined in the settlement agreement between Williamson County and Lealco, Inc. The agreement was approved by the Commissioners Court on August 18, 2020.

Fund 0340 Tobacco – Monies received by the County from the state as a pro rata distribution from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues. In addition, monies received by the County for Ambulance Uncompensated Care are accounted for in this fund. The Ambulance UC monies are used for the High Utilizer Group (HUG) program.

Fund 0341 Court Facility Fee Fund – Monies collected through civil cases defined by Sections 135.101, 135.102, and 135.103 of the Local Government Code. Monies allocated to the fund may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

Fund 0350 Law Library – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

Fund 0353 JP #3 Teen Court Program – The purpose of this fund is to account for the receipt of fees from juveniles who are participating in the Teen Court Program.

Fund 0355 Court Reporter Service – The clerk of each court that has an official court reporter shall collect a court reporter service fee of $15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

Fund 0360 Courthouse Security – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

Fund 0361 JP Security – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the county courthouse.

Fund 0364 Pretrial Intervention Program – This fund is used to account for a fee not to exceed $500. To be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

Fund 0365 Child Safety – This fund is used to account for $1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

Fund 0366 Child Abuse Prevention – This fund is used to account for the $100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

Funds 0367 (JP#3), 0368 (JP#2), 0369 (JP#4), 0373 (JP #1) Truancy Program – This fund is used to account for the collection of fees allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer

the Truancy Program for the justice courts. The program has been established through cooperation with local governments, school districts and agencies to assist with local truancy cases.

Fund 0370 Alternate Dispute Resolution – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

Fund 0371 Juvenile Delinquency Prevention – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

Fund 0372 Justice Court Technology – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

Fund 0374 County and District Court Technology – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

Fund 0375 Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

Fund 0376 Election Surplus Contract Fund– This fund accounts for the administrative fees collected from other entities the county has provided election services. The funds may not be used to fund the day-to-day operations of the office of the county election officer. The funds may only be used to defray expenses of the county election officer's office in connection with election-related duties or functions. The county election officer shall request in writing to the Commissioners Court use of these funds. Only the county election officer can request use of these funds.

Fund 0377 Election Chapter 19 Fund– The state allocates funding based on the number of new, cancelled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

Fund 0378 Election HAVA – The fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Fund 0380 Judicial Education Probate Court – This fund accounts for fees from all probate, guardianship and mental health court cases filed and is used for the continuing education of the probate judge and staff of the probate court.

Fund 0381 Guardianship – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

Fund 0382 Specialty Court – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Fund 0384 Records Archive – County Clerk – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Fund 0385 Records Management and Preservation – County Clerk – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0386 Records Management and Preservation – District Clerk – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County's vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0517 Vehicle Inventory Tax Interest Fund – This fund is used to account for interest earned from the Tax Assessor-Collector's motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

Fund 0520 Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0840 Risk – This fund is used to account for the accumulation and allocation of costs associated with the self-funded Workers Compensation and Liability coverage.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for

the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Fund 0859 Somerset Hills #3 Road District Operating Fund – Somerset Hills #3 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0860 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

County Custodial Funds

Fund 0801-0810 – The custodial funds are set up to hold funds on behalf others outside the County.

0801 CA Hot Check Custodial Fund
0802 DA Pending Forfeit Custodial Fund
0803 Cty Clerk Trust Custodial Fund
0804 District Clerk Trust Custodial Fund
0805 Juvenile Svcs Custodial Fund
0806 So Inmate Trust Custodial Fund
0807 So Cash Bond Custodial Fund
0808 Tax A/C Custodial Fund
0809 Benefits Flex Custodial Fund
0810 Bail Bonds Custodial Fund

Commissioners Court - Regular Session **44.**

Meeting Date: 09/26/2023

FY 2023/2024 Proposed Budget Order

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY 2023/2024 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 2023/2024 Proposed Budget Order - No Mark Up

FY 2023/2024 Proposed Budget Order - Track Changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/20/2023 01:27 PM
Form Started By: Andrea Schiele		Started On: 09/20/2023 12:11 PM
Final Approval Date: 09/20/2023		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2023/2024 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2023/2024;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	$159,116.88
b)	Judge of the County Court at Law #1	$170,999.96
c)	Judge of the County Court at Law #2	$170,999.96
d)	Judge of the County Court at Law #3	$193,399.96
e)	Judge of the County Court at Law #4	$193,399.96
f)	Judge of the County Court at Law #5	$156,999.96
g)	County Attorney	$176,586.80
h)	County Sheriff	$165,548.76
i)	County Clerk	$141,076.78
j)	District Clerk	$141,076.78
k)	County Tax Assessor/Collector	$141,932.96
l)	County Treasurer	$130,783.90
m)	Each County Commissioner	$139,859.98
n)	Each Justice of the Peace	$121,113.98
o)	Each Constable	$116,287.86

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2023/2024 budget year is as follows:

Veterans Day	Friday	November 10, 2023
Thanksgiving Holiday	Thursday Friday	November 23, 2023 November 24, 2023
Christmas Holiday	Monday Tuesday	December 25, 2023 December 26, 2023
New Year's Holiday	Monday	January 1, 2024
Martin Luther King Day	Monday	January 15, 2024
President's Day	Monday	February 19, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Emancipation Day	Wednesday	June 19, 2024
Independence Holiday	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

Sheriff's Office – Maximum of 19 positions, including two CID, $175
Corrections – Maximum of 32 positions, $175
Emergency Medical Services – Maximum of 20 positions, $175

Emergency Communications - Maximum of 16 positions, $100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 32 positions for Detectives at $350 per month

Corrections – Maximum of 24 positions for Bailiff at $250 per month
Maximum of 2 positions for Detective at $350 per month.
Maximum of 4 positions for Lead Control Room Officer at $250 per month
Maximum of 2 position for Paramedic at $1,100 per month
Maximum of 5 positions for EMT-Advanced at $700 per month
Maximum of 22 positions for EMT-Basic at $400 per month

Emergency Medical Services - Maximum of 11 positions for EMT- Advanced at $300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $100 per week from the General Fund and $500 from the District Attorney's Asset Forfeiture Funds.

Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week

Public Safety IT – Maximum of 1 position, $200 per week
WC Radio Communication System - Maximum of 1 position, $100 per week

Sheriff's Office – Maximum of 2 Detectives, $100 per week
Maximum of 1 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week

Corrections - Maximum of 4 Commissioned Corrections Officers, $100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (6), $400 per month.

6. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods
District Judges – 6 positions, $13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

8. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

Basic - $50 per month, annually $600
Advanced - $100 per month, annually $1,200

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for

those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

    i) Funds for recruitment items must be approved during the annual budget process.
    ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
    iii) "Give away" items such as pens, pencils, etc. should not exceed $5.00 per item.

    All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director

e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative

from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – ($17.50 per pmt)
$40.00 Per Month – ($20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the ____ of August 2023.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2023/2024 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2023/2024;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	$159,116.88
b)	Judge of the County Court at Law #1	$170,999.96
c)	Judge of the County Court at Law #2	$170,999.96
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e)	Judge of the County Court at Law #4	$193,399.96
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h)	County Sheriff	$165,548.76
i)	County Clerk	$141,076.78
j)	District Clerk	$141,076.78
k)	County Tax Assessor/Collector	$141,932.96
l)	County Treasurer	$130,783.90
m)	Each County Commissioner	$139,859.98
n)	Each Justice of the Peace	$121,113.98
o)	Each Constable	$116,287.86

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2023/2024 budget year is as follows:

Veterans Day	Friday	November 10, 2023
Thanksgiving Holiday	Thursday Friday	November 23, 2023 November 24, 2023
Christmas Holiday	Monday Tuesday	December 25, 2023 December 26, 2023
New Year's Holiday	Monday	January 1, 2024
Martin Luther King Day	Monday	January 15, 2024
President's Day	Monday	February 19, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Emancipation Day	Wednesday	June 19, 2024
Independence Holiday	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

Sheriff's Office – Maximum of 19 positions, including two CID, $175
Corrections – Maximum of 32 positions, $175
Emergency Medical Services – Maximum of 20 positions, $175
Emergency Communications - Maximum of 16 positions, $100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 32 positions for Detectives at $350 per month

Corrections – Maximum of 24 positions for Bailiff at $250 per month
Maximum of 2 positions for Detective at $350 per month.
Maximum of 4 positions for Lead Control Room Officer at $250 per month
Maximum of 2 position for Paramedic at $1,100700 per month
Maximum of 5 positions for EMT-Advanced at $700 per month
Maximum of 22 positions for EMT-Basic at $400 per month

Emergency Medical Services - Maximum of 11 positions for EMT- Advanced at $300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $100 per week from the General Fund and $500 from the District Attorney's Asset Forfeiture Funds.
Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week

Public Safety IT – Maximum of 1 position, $200 per week
WC Radio Communication System - Maximum of 1 position, $100 per week

Sheriff's Office – Maximum of 2 Detectives, $100 per week
Maximum of 1 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week

Corrections - Maximum of 4 Commissioned Corrections Officers, $100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (6), $400 per month.

6. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods
District Judges – 6 positions, $13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

8. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

Basic - $50 per month, annually $600
Advanced - $100 per month, annually $1,200

IV. CATASTROPHIC EVENT PAY



PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for

those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

    i) Funds for recruitment items must be approved during the annual budget process.
    ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
    iii) "Give away" items such as pens, pencils, etc. should not exceed $5.00 per item.

    All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director

e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn
J. Foster

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative

from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – ($17.50 per pmt)
$40.00 Per Month – ($20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the ____ of August 2023.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **45.**

Meeting Date: 09/26/2023

Balance Upcoming Fiscal Year Budget

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2022-2023 to balance the county budget for 2023-2024.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:30 AM
Form Started By: Ganae Hempe		Started On: 08/30/2023 01:10 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **46.**

Meeting Date: 09/26/2023

Line Item Transfer Authorization for Balance of Fiscal Year 23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2022-2023 budget within individual funds.

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:30 AM
Form Started By: Ganae Hempe		Started On: 08/30/2023 01:13 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **47.**

Meeting Date: 09/26/2023

Park Donations BA Rev 09.26.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for July 2023 through September 19, 2023. Donations include $324.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$324.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:31 AM
Form Started By: Ganae Hempe		Started On: 09/15/2023 03:39 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **48.**

Meeting Date: 09/26/2023

Park Donations BA Exp 09.26.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for July 2023 through September 19, 2023. Donations include $324.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	324.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:31 AM
Form Started By: Ganae Hempe		Started On: 09/15/2023 03:45 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 09/26/2023

Animal Shelter Donations BA Rev 09.26.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for July 2023 through September 19, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$9,013.02
	0546.0000.367404	Animal Shelter Donations	$62,449.48
	0546.0000.367440	Jane's Fund Donations	$10,078.00
	0546.0000.367443	Heart Worm Trmt Donations	$760.00
	0546.0000.367445	SIT Team Donations	$423.00
	0546.0000.367447	Animal Transport Donations	$957.14
	0546.0000.367448	Kitten Care Donations	$2,648.00
	0546.0000.370150	Sales of Pet Care Products	$1,693.54

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:32 AM
Form Started By: Ganae Hempe		Started On: 09/15/2023 03:49 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **50.**

Meeting Date: 09/26/2023

Animal Shelter Donations BA Exp 09.26.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for July 2023 through September 19, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0546.003510	Purchases for Resale	$1,886.73
	0546.0546.003670	Use of Donations	$69,573.45
	0546.0546.004100	Professional Services	$11,227.65
	0546.0546.004105	Foster Home Care	$2,950.07
	0546.0546.004231	Travel	$1,066.33
	0546.0546.004232	Training	$471.25
	0546.0546.004975	Animal Medical Care	$846.70

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:33 AM
Form Started By: Ganae Hempe		Started On: 09/15/2023 03:51 PM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **51.**

Meeting Date: 09/26/2023

Budget Amendment for SCAAP- Rev 9.26.23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The budget amendment recognizes a portion of the FY2022 State Criminal Alien Assistance Program (SCAAP) proceeds received. This budget amendment will offset the Justice Benefits, Inc. invoice for services on the completion of the FY2021 and FY2022 SCAAP report.Claims are always filed in subsequent year following our fiscal year. When we receive these claims, JBI invoice is paid on the related fiscal year report.

Fiscal Impact

From/To	Acct No.	Description	Amount
	100.0000.370502	SCAAP FUNDS	$24,530.30

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:21 AM
Form Started By: Pam Navarrette		Started On: 09/19/2023 08:45 AM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **52.**

Meeting Date: 09/26/2023

Budget Amendment for Non-Departmental Exp. 9.26.23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The billing for the State Criminal Alien Assistance Program (SCAAP) was delayed for FY2021. Williamson County typically receives one bill per year and budgets accordingly. We have received two invoices in one year, thus creating a shortfall in this line. This budget amendment will facilitate payment of two years worth of SCAAP claims. Claims are always filed in subsequent year following our fiscal year. When we receive these claims, JBI invoice is paid on the related fiscal year report.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.003312	Justice Benefits	$24,530.30

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:21 AM
Form Started By: Pam Navarrette		Started On: 09/19/2023 09:08 AM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **53.**

Meeting Date: 09/26/2023

Budget Amendment for Non-Departmental

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures in the General Fund.

Background

The budget amendment is needed to recognize insurance proceeds at the end of FY22 for CTTC Winter Storm damage in order to reconcile CIP.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	$116,760.46

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 08:37 AM
County Auditor (Originator)	Pam Navarrette	09/21/2023 09:10 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:24 AM
Form Started By: Pam Navarrette		Started On: 09/20/2023 09:56 AM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **54.**

Meeting Date: 09/26/2023

Budget Amendment Jail

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This budget amendment is being made from funds provided by Network Communication International Corp (Inmate Phone Company). They provided Technology Grant funding as part of the contract that was approved in Fiscal Year 2022. These funds were received in August 2022 and are being pulled from Cash Ending reserves to offset the Pivot 3 Camera Surveillance Additions in the Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.004510	Facility Maintenance & Repairs	$135,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:26 AM
Form Started By: Julie Kiley		Started On: 09/20/2023 03:53 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **55.**

Meeting Date: 09/26/2023

Budget Amendment for Non-Departmental Rev 9.26.23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received to offset the expenditures for Expo repairs from the Winter Weather Storm back to the CIP program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$141,418.73

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 08:37 AM
County Auditor (Originator)	Pam Navarrette	09/21/2023 09:10 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:31 AM
Form Started By: Pam Navarrette		Started On: 09/20/2023 04:21 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **56.**

Meeting Date: 09/26/2023

Budget Amendment for Non-Departmental Exp. 9.26.23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures in Non-Departmental.

Background

The budget amendment recognizes insurance proceeds received to offset the expenditures for Expo repairs from the Winter Weather Storm back to the CIP program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	$141,418.73

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 08:37 AM
County Auditor (Originator)	Pam Navarrette	09/21/2023 09:10 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:27 AM
Form Started By: Pam Navarrette		Started On: 09/20/2023 04:08 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **57.**

Meeting Date: 09/26/2023

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer of $1,200.00 from Janitorial Supplies to Pharmaceuticals to cover unexpected expenses in this fiscal year. This increase should cover expenses for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003318	Janitorial Supplies	$1,200.00
To	0100.0576.003307	Pharmaceuticals	$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 11:30 AM
Budget Office	Saira Hernandez	09/21/2023 11:48 AM
Form Started By: Denise Carlson		Started On: 09/19/2023 02:23 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **58.**

Meeting Date: 09/26/2023

Approval of the 2024 Family Eldercare contract

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for approval of the 2024 Family Eldercare Contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Family Eldercare Contract 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2023 04:42 PM
Form Started By: Sharrion Threadgill		Started On: 09/15/2023 09:47 AM
Final Approval Date: 09/15/2023		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2024)
(Probate Court Operations- County Court at Law #4)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESS ETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit.** FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **Guaranteed availability of Guardianship of the Person ("GP") services for up to 36 residents as described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated September 11, 2023, which is incorporated herein as if copied in full; and**

- **Guaranteed availability of guardianship services for residents that require both Guardianship of the Person and Estate ("GPE") services and for residents who only require Guardianship of the Estate ("GE") services, up to a combined total of 5 GPE or GE residents. These GPE and GE services are specifically excluded from the 36 GP resident slots referenced above and described in attached Exhibit "A."**

2. **Reports/Payment.** FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **$120,000.00 payable in monthly installments of $10,000.00 after October 1, 2023 and *prior* to the end of FY 2024 or September 30, 2024.**

3. **Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. **Records.** FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT.

FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. **Independent Contractor/Indemnity.** It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. **Compliance With All Laws.** FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Aaron Alarcon
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be from **October 1, 2023** until **September 30, 2024,** but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & 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.

13. 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

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

15. Proof of Non-Profit Status. FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as **"Exhibit B"** and is incorporated herein as if copied in full.

EXECUTED to be effective as of the 1st day of October 2023.

FOR WILLIAMSON COUNTY:

_____

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ **. 2023**

FOR FAMILY ELDERCARE:

_____

Authorized Agent
FAMILY ELDERCARE

Date: September 12 , 2023

family ELDERCARE

2023 Board of Directors
Cory Macdonald
Board Chair
Kim Wilson
Past Board Chair
Charles Colley
Secretary
Sam Cockburn
Treasurer
Ali Foyt
Deborah Kerr
Anna Vander Broek
Fred Lugo

Dr. Aaron Alarcon
CEO

Memorial Board Members
Jackie Lelong
Founder of Family Eldercare
Rudy Belton
Mark Davis
Alva Finck
Susan Sharlot

President's Council
Jacqueline Angel
Jen Berbas
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Clyde Farrell
Cheryl George
Holly Gilman
Cass Grange
Deborah Green
Diane "Dede" Hebner
Grova Jones
Frank Leffingwell
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" Mccormick
Sandy Morris
Gail Sulak
Gaye Thompson
Brent Weber

September 11, 2023

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. Family Eldercare has been providing guardianship services in Williamson County since 2014, serving over 50 individual residents. 100% of these clients were protected from abuse and neglect.

Family Eldercar@ is seeking a renewal of our current $90,000 contract amount and additional contract funding of $30,000 to continue providing our guardianship services in Williamson County.

Funds will be used to provide ongoing personal care management and/or estate management to legally incapacitated Williamson County residents refetTed by the Court. Family Eldercare will provide guardianship services for as long as they are needed. The benefits to the County of this partnership include:

- Guaranteed availability of Guardianship of the Person ("GP") services for up to 36 Williamson County residents annually (this excludes Guardianship of the Person & Estate ("GPE") residents and Guardianship of the Estate ("GE") only residents);
- Reduced costs to the County related to civil or criminal incidents and emotional/health crises experienced by person needing guardianship; Ongoing protection, care management, and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect; and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,

Aaron Alarcon, PhD
Chief Executive Officer

BBB

generously supported by
FSII BX1 iON

1700 Rutherford Lane, Austin, TX 78754
p. 512.450.0844 f. 512.459.6436 FamilyEldercare.org

Internal Revenue Service

Dato: February 5, 2004

Family Efdercare, Inc.
2210 Hancock Or
Aualln, TX 78756•2508

De1>artmont or tho· Treasury
P. 0. Box 2608
Clnclnriatl, OH 45201

Person to Contaot:
Oalphena Naegele 31-04012
customer Service Speclalisl
Tolf Free Telenh9ni, Ntlltlber:
tOQ e.in;lo ltfOp.tn. HT
♦77,828-•5500
F.11xNuinber:
513-263-3756
Federal I(lanUfloatJon Number:
7,1;2288387

Dear $lr or Madam:

This Is In response to your request of febru11ry ♦. 20Q4, regarding your organlr.atlon's tax. eitempl status.

In Januazy 1904 we issu11d a determination letter thot recognized your organization as exempt rrom federal Income t ax. Our records Indicate lhat your <irganlzallon Is currenlly exempt under se.dlon so1(c)(3) or tho Internal Revenue Coda.

Based on Information subsequently submllled, we classllied your organlzalioo fts 0118 that is not a private foundalion wllhin.the meaning of section 509(a) of the Code becaUlCl II Is an oroanlatlcm described In sections 609(a)(1) and 170(b)(1)(A)(vl).

Thl11 classlllC{tlon was based on lha assumplfon that yourorganlzaUon's operallons wc,uld conll♦uo as slatecJ In tho ♦pplicatlon. Il·yo♦ir organlzallon'a sources or support, or lls character, ri1ethod or operallons,-or purposes have changed, please let us know so we can consider lhe effect of the c:hanoe on lhlt ♦empt statils end foundation status of your organization.

Your org_linlzaUon is re·qulr♦d lo rtte Form li99, RelUr.n ot Organization Exempt from Ineon,e Tai(, only Ir Its g_ross receipts eac11 year ar9 normally morl' lh,m $25,000, Ir a·rotum l:i required, Il must be filed by Ule 15th day or 1ntl fillh mqnth afler the end of lha e>rganlzallon's 11naual accounting period. Tllo law rmposes a penally of $20.ll day, up to a maximum ol $10,000,_ when a retum♦s tllod lalo, unlen lhere le reosoneble' cause for,lh♦ delay.

A"l ex11mptoroanlzallons (unless spt1cllically excluded) are llable for laxelj under lflo Federal Im;umnce Conlribullons Acl (social securlly laxes) on remunarallon at $100 or more ♦d to ellch 11,nployea dl,11ng a calendar year. Your organlzaUori Is not Hobie ror" lha lax Imj>osed under tho Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations an, 1'ol sub/act to the excise laxes under Ct1apter 42·0111,e Code. However, those orgaril1.allons-are not autom;,,llcally exempt from-other todlllllll excise laxes'.

Donors may ded4ct contributions to your organization as provided In section 170 of the Code, B11quesls, legacies, de.vises, transfers, or glfls lo your organization ot tor lts use itre deduc)lblo for fedora) estate an♦ gift lllX purposes if they meot lhe applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organlzallori Is nol roqulrod~to file fedoral Inoonio tax returns unless It Is subject to the lax on unrelated business Income under ,ec\lon 511 of the Code. If your organizallon Is·sul>Jecl to this la♦. Il musl_llio an Incofr1e tc!♦ return on lhe Form 900·T; Exempt Organization Business Inc.ome Tax ♦Olum. In lhla letter, wo are not determining whether any of youroroanlzatlon's presenl or propo_sed llctlvllles are unrelaled trede or business es defined In section 513 of the Code.

$action 6104 bflhe Internal Revenue COIQ requires you lo make you♦ organization's annual return availahle for public-Inspection withpul charge,-lor three years artor the due date ol lhe return, The law also requires organr;r;allons lhal received reco9nlihm or exemption on July 15; 1901, or late_r; lo make "vallable lor public Inspeclion a copy ot the exemption.applicallon, any supporting documents arid the exemplion letter lo any IndlVldual who requests ♦uch docomenls In per$OII or In wrlHng. Organizations lhat.racelved recognlllon of exemption before July 15, 1987, and had a e<>py or their exomplion opplicallon on July 15, 1987, are also required lo mako available for public Inspeclori a copy of the exomplion applicallon, any. supporting d0C\11i1ents and tho exemption lelte(to any Individual who requ11sls .such documents In-f)erson or In writing.
For a"ddllional Informallori on dli_cl1mre requirements, pJ011s& refi1no Inlemal Revenue Bulleltn 1989 • 17.

Bocavse this le lier could help resolve eny questions eb\ll_ your orglnlz11Uon's exempl status 1nd "fo1indation slelus, you should keep.It wi11 tho organl..:allon's pem1eneni records,

J· you h11vo any quoslfons, pfoa♦e call us at lha telephone number £flown In the hooding or this feller,

This Jellor affirms your orgimlzatlon'e exempt status.

Sincerely,

Janna K-Sk1Jfca, Acting Director, TE/Ge·
Cuslomor Account $elVlces.

Commissioners Court - Regular Session **59.**

Meeting Date: 09/26/2023

Approval of Contract for Audio Visual System Upgrades at the Emergency Services Operations Center for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving quote and service agreement #2023281 between Williamson County and Data Projections, Inc. for an Audio Video (AV) System Upgrade at the Emergency Services Operations Center (ESOC) for a total of $353,347.88 pursuant to TIPS contract #230105, and authorizing the execution of the quote and service agreement. Funding Source is P603.

Background

Data Projections will provide AV Equipment, Services, and Miscellaneous Materials at ESOC to augment and upgrade the AV Systems that were previously installed several years ago by another vendor. The current AV System at ESOC is mostly functional, but has outdated displays, hardware issues/failures from the Intermediate Distribution Frame and needs updating. The approval of this quote will benefit the Williamson County ESOC with an upgrade to the AV system. The attached quote details the materials, hardware and installation services for this upgrade. General Counsel, Contract Audit and the Project Auditor have reviewed the quote. Funding Source is P603. The department point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Data Projections ESOC Upgrades Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/20/2023 02:57 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:20 AM
Form Started By: Misty Brooks		Started On: 09/18/2023 04:32 PM
Final Approval Date: 09/21/2023		

WILLIAMSON COUNTY
SERVICE CONTRACT

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 the Texas Constitution, 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 SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Data Projections, Inc. (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein 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 service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein the to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if appliable

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

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be $353,347.88.

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

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*)	$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

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.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. 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. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

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.

VII.

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.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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.

X.

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.

XI.

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.

XII.

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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this

Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if appliable;
B. The cooperative purchasing contract or agreement appliable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Megan Stasio
Authorized Signature

Megan Stasio Digitally signed by Megan Stasio Date: 2023.09.18 12:55:15 -05'00'
Printed Name

Date: September 18, 2023

Exhibit "A"
Quote/Proposal

DATA PROJECTIONS

WILCO - AV Systems and Display Upgrades - ESOC Facility

Quote Number: [redacted]
Contract Number: TIPS 230105
Date: 06/15/2023
Expiry Date: 09/29/2023

Prepared for:

Williamson County
Don Heflin
Don.Heflin@Wilco.Org

[redacted]

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Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Data Projections, Inc.

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Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades at the ESOC Facility.

-Project Location:

Williamson County - ESOC

911 Tracy Chambers Lane

Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin

Williamson County

Phone: 512-409-6222

Don.Heflin@wilco.org

SCOPE OF WORK - WILCO ESOC AV Systems Upgrades

Data Projections will provide AV Equipment, Services , and Misc. Materials at ESOC to augment and upgrade the AV Systems that were previously installed several years ago by another vendor. Current AV System at ESOC is mostly functional, but has outdated displays, hardware issues/failures from IDF and needs updating. DPI and Williamson County are working to get Phase I deployed in preparation of quoting Phase II that would entail potential replacement od distributed CATV System with AV over IP solution and new Control Systems.

Display Replacements - Offices, Hallways, Common Areas

DPI will provide and install QTY (10) 32" will be mounted on (10) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (1) Quiet Room 25
- (1) Lobby Room 5
- (2) Conf Room 56
- (1) AV Room 58
- (2) Ares Room 57
- (2) ITS/GIS Room 75

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- (1) Server Room 76

DPI will provide and install QTY (16) 43" Displays will be mounted on (16) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (2) Media Room 6
- (1) ES Admin Room 15
- (1) Comms Admin Room 16
- (3) JIC/Copy Room 30
- (2) Comms Trng Coord Room 48
- (1) QAQI Room 49
- (1) Comms Sups/Payroll Room 50
- (1) IT Support Room 52
- (1) Logistics Coord Room 53
- (1) EM Coord Room 60
- (1) EM Coord Room 61
- (1) WCSO TLETS Room 72

DPI will provide and install QTY (10) 50" Displays will be mounted on (10) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (1) EM Deputy Dir Room 12
- (2) EM Director Room 10
- (1) Admin Manager Room 9
- (2) Sr. Director Room 8
- (1) PSD Manager Room 26
- (1) Compliance Manager Room 28
- (1) Comms Manager Room 51
- (1) Comms Manager Room 54

DPI will provide and install QTY (5) 55" Displays on (5) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

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(QTY) Location:

- (1) Comms Director Room 20
- (1) Conf Comms Exec Room 19
- (1) Comms Deputy Director Room 18
- (1) Break Room 79
- (1) Conference (Briefing) Room 56

DPI will provide and install QTY (2) 75" Displays will be mounted on (2) articulating mounts in the following area. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (2) Gym Room 81

Comms Floor

DPI will provide and install QTY (10) 85" Displays will be mounted on (10) articulating mounts in the "Comms Floor Room 40" area. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC. (10) HDTV RF Tuners will be mounted behind each display and connected to the display via HDMI 1. The RF system will be connected via the RF input to the existing RF wall output. The existing Crestron receivers will be connected to HDMI 2 on all displays as well as the RS232 connection. Input and power control will be available via a new Crestron table-top touch panel. A Crestron Transmitter will be used to send a video signal to each display and input selection for each display will be controlled by the Touch Panel.

EOC

DPI will provide and install QTY (1) Projector will be ceiling mounted to the existing projector pole mount. A new projector mount interface will be provided to accommodate the update model. The projector will be connected to the existing Crestron receiver via HDMI input 1 and RS232. The Crestron system will control power on/off and set the input to HDMI 1. The system will use four Crestron transmitters mounted under each table and one Crestron wall input transmitter mounted in the room for video transport. The Crestron control system will be able to control the projector's power on/off, and select the Crestron transmitters input source.

DPI will provide and install QTY (1) 164" Fixed projection screen will be wall mounted and aligned with the new projector.

DPI will de-install existing displays and give to Wilco for storage or responsible disposal.

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EOC Expanded/Training

DPI will provide and install QTY (6) 75" Displays will be mounted on (6) articulating mounts in the "EOC Training" area. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC. (6) new HDTV RF Tuners will be mounted behind each display and connected to the display via HDMI 1. The RF system will be connected via the RF input to the existing RF wall output. The displays ON/OFF function will be controlled via a provided manufacturers remote. The existing Crestron receivers will be connected to HDMI 2 on all displays as well as the RS232 connection. Input and power control will also be available via a new Crestron table-top touch panel.

DPI will provide and install QTY (3) Projectors will be ceiling mounted to the existing projector pole mount. A new projector mount interface will be provided to accommodate the update model. The projector will be connected to the existing Crestron receiver via HDMI input 1 and RS232. The Crestron system will control power on/off and set the input to HDMI 1.

DPI will provide and install QTY (3) 164" Fixed projection screens will be wall mounted and aligned with the new projectors.

DPI will provide and install QTY (1) Wireless microphone receiver will be provided, and ceiling mounted.

DPI will provide and install QTY (4) Wireless microphones will be provided and connected to the wireless receiver. (2) Handheld, (2) Lavalier.

DPI will provide and install QTY (2) PTZ Camera will be provided, and wall mounted. One camera will be speaker facing while the other will be audience facing. Exact locations will be determined by the client.

DPI will provide and install QTY (1) 2x1 AV Bridge at the front of the room and connected to the PTZ cameras. The AV Bridge will connect vial USB to the OFE PC or the OFE Laptop for via a USB Toggle switch.

DPI will provide and install QTY (1) USB Toggle Switch.

DPI will provide and install QTY (1) Dante enabled DSP will be mounted in the IDF.

DPI will provide and install QTY (2) HDMI Extenders will be provided and installed to extend the HDMI signal of the PTZ Cameras.

DPI will provide and install QTY (1) Crestron Table-top Touch Panel.

Notes: The Expanded EOC will have the ability to make video conferencing calls utilizing the provided equipment and owner furnished equipment. The OFE Crestron system will control the volume, Projector/display power on/off/input, mic levels, and input source (PC or Laptop). The room will use the existing speakers, amp, Crestron matrix, Crestron HDMI transmitter, and the new Crestron control system. The source of the projectors will be controlled via the Crestron touch panel and the sources will be selectable between "PC" and "Laptop".

The client will provide a desk or table to mount the new equipment for easy access. The equipment at the desk/table will be mounted neatly underneath. This equipment will give the users access to an HDMI input and USB input. The USB connection will provide the Camera and Microphone feeds for video conferencing.

QMOD IDF/MECHANICAL

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DPI will provide and install QTY (14) HDMI Encoders to the existing RF system allowing for more RF "Channels".

DPI will provide and install QTY (1) Crestron Touch Panel will be wall mounted and be configured as the "Master Controller". This panel will be able to control the functionality of all the rooms and displays connected via RS232.

DPI will provide and install QTY (2) Crestron Control Processors will be installed in place of the existing "older" Crestron processors to maintain and add new functionality.

General Notes:

DPI will relocate the coax/rf receptacles in rooms 9, 15, and 26. Receptacles will be placed behind the locations of the new displays.

Special Notes:

-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for diagnostics and testing.

-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

-Williamson County will provide Source code from original vendor's installation for DPI to modify. If source code is not available, programming time and fees will need to be modified by DPI to allow for new code development.

-Williamson County will provide ample time and access onsite at ESOC facility for installation and testing of AV Systems.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County** & **Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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COMMS FLOOR - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
QM85R-B	SAMSUNG	85INCH/3840X2160/500NITS/8MS	10.00	$4,310.84	$43,108.40
5122-001	CONTEMPORARY RESEARCH	ATSC-MINI HDTV TUNER	10.00	$882.60	$8,826.00
VXF730-B2	SANUS	ADVANCED FULL-MOTION PREMIUM TV MOUNT FOR 46" TO 95" TVS	10.00	$418.62	$4,186.20
TS-770-W-S	CRESTRON	7 IN. TABLETOP TOUCH SCREEN, WHITE SMOOTH	1.00	$1,561.73	$1,561.73
DM-TX-201-C	CRESTRON	DIGITALMEDIA 8GPLUS TRANSMITTER 201	1.00	$882.72	$882.72
				COMMS FLOOR - HARDWARE SUBTOTAL:	$58,565.05

EOC - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
TS-770-W-S	CRESTRON	7 IN. TABLETOP TOUCH SCREEN, WHITE SMOOTH	1.00	$1,561.73	$1,561.73
DM-TX-201-C	CRESTRON	DIGITALMEDIA 8GPLUS TRANSMITTER 201	4.00	$882.72	$3,530.88
DM-TX-4KZ-100-C-1G-W-T	CRESTRON	DIGITALMEDIA 8G+ 4K60 4:4:4 HDR WALL PLATE TRANSMITTER, WHITE	1.00	$679.01	$679.01
V11HA25020	EPSON	EPSON POWERLITE L730U PROJECTOR WIFI	1.00	$3,987.65	$3,987.65
RPMAU	CHIEF	UNIVERSAL RPMA	1.00	$233.77	$233.77
24488	DALITE	UTB CONTOUR 164" DIAGONAL FIXED SCREEN .06 PROGRESSIVE	1.00	$3,155.56	$3,155.56
				EOC - HARDWARE SUBTOTAL:	$13,148.60

EOC EXPANDED/TRAINING - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
QM75B	SAMSUNG	75INCH/3840X2160/500NIT	6.00	$3,726.83	$22,360.98
5122-001	CONTEMPORARY RESEARCH	ATSC-MINI HDTV TUNER	6.00	$882.60	$5,295.60
VXF730-B2	SANUS	ADVANCED FULL-MOTION PREMIUM TV MOUNT FOR 46" TO 95" TVS	6.00	$418.62	$2,511.72
V11HA25020	EPSON	EPSON POWERLITE L730U PROJECTOR WIFI	3.00	$3,987.65	$11,962.95
RPMAU	CHIEF	UNIVERSAL RPMA	3.00	$233.77	$701.31
24488	DALITE	UTB CONTOUR 164" DIAGONAL FIXED SCREEN .06 PROGRESSIVE	3.00	$3,155.56	$9,466.68
TS-770-W-S	CRESTRON	7 IN. TABLETOP TOUCH SCREEN, WHITE SMOOTH	1.00	$1,561.73	$1,561.73
MXWAPT4=-Z10	SHURE	4-CH ACCESS POINT TRANSCEIVER	1.00	$2,545.68	$2,545.68
MXWNCS4	SHURE	4-CH NETWORKED CHARGING STATION	1.00	$1,332.10	$1,332.10
MXW2/SM58=-Z10	SHURE	HANDHELD TRANSMITTER WITH SM58 MICROPHONE (INCLUDES ONE SB902 BATTERY)	2.00	$527.16	$1,054.32
MXW1/O=-Z10	SHURE	BODYPACK TRANSMITTER WITH INTEGRATED OMNIDIRECTIONAL MICROPHONE AND 4-PIN MINI CONNECTOR (TA4M) (INC	2.00	$539.51	$1,079.02
SB901A	SHURE	MXW BODYPACK, BOUNDARY, AND DESKTOP BASE BATTERY	2.00	$29.63	$59.26
WL183	SHURE	MICROFLEX OMNIDIRECTIONAL LAVALIER MICROPHONE	2.00	$111.11	$222.22
999-8250-000	VADDIO	AV BRIDGE 2X1 N/A	1.00	$2,777.35	$2,777.35
911.0091.900	BIAMP	TESIRAFORTÉ X 400	1.00	$3,055.56	$3,055.56
TOGGLE	INOGENI	INOGENI TOGGLE	1.00	$434.01	$434.01
PAPTZ310W	AVER	AVER PTZ310W PROFESSIONAL LIVE STREAMING PTZ CAMERA (WHITE)	2.00	$1,575.17	$3,150.34
COMSVCMNT	AVER	AVER CAMERA MOUNT L-TYPE FOR WALL FOR PTZ AND PTC/TR SERIES	2.00	$97.80	$195.60
HD-EXT3-C-W_SYSTEM	CRESTRON	4K HDMI OVER HDBASET EXTENDER WITH IR AND RS-232, WHITE	2.00	$679.01	$1,358.02
				EOC EXPANDED/TRAINING - HARDWARE SUBTOTAL:	$71,124.45

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GYM - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BE75T-H	SAMSUNG	75"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	2.00	$1,145.12	$2,290.24
VXF730-B2	SANUS	ADVANCED FULL-MOTION PREMIUM TV MOUNT FOR 46" TO 95" TVS	2.00	$418.62	$837.24
				GYM - HARDWARE SUBTOTAL:	$3,127.48

IDF-AV ROOM - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
5098-001	CONTEMPORARY RESEARCH	QMOD-HDMI 2 HDTV MODULATOR-IPTV ENCODER (CRC-QMOD-HDMI2)	14.00	$1,864.46	$26,102.44
CP4N	CRESTRON	4-SERIES CONTROL SYSTEM	2.00	$1,901.23	$3,802.46
TSW-770-B-S	CRESTRON	7 IN. WALL MOUNT TOUCH SCREEN, BLACK SMOOTH	1.00	$1,406.17	$1,406.17
				IDF-AV ROOM - HARDWARE SUBTOTAL:	$31,311.07

ROOM LOCATION ON SOW - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
HG32NJ690FFXZA	SAMSUNG	32" HOSPITALITY DISPLAY QLED RJP RF IN	10.00	$454.88	$4,548.80
BE43T-H	SAMSUNG	43"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	16.00	$410.98	$6,575.68
BE50T-H	SAMSUNG	50"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	10.00	$521.95	$5,219.50
BE55T-H	SAMSUNG	55"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	5.00	$553.66	$2,768.30
MWRUB	CHIEF	MID SIZE SWING ARM	41.00	$494.24	$20,263.84
				ROOM LOCATION ON SOW - HARDWARE SUBTOTAL:	$39,376.12

OTHER ITEMS - SERVICES 1

Installation Services Details	TOTAL PRICE
PROJECT MANAGEMENT	$6,000.00
DESIGN/ENGINEERING	$18,000.00
INSTALLATION LABOR	$46,200.00
PROGRAMMING LABOR	$24,000.00
COMMISSIONING LABOR	$6,600.00
OTHER ITEMS - SERVICES SUBTOTAL:	$100,800.00

MISCELLANEOUS MATERIALS

PART NUMBER	MISCELLANEOUS DETAILS	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS MATERIALS	- MISCELLANEOUS MATERIALS	1.00	$11,965.04	$11,965.04
			MISCELLANEOUS MATERIALS SUBTOTAL:	$11,965.04

SERVICE AGREEMENT & MAINTENANCE

Service Agreement Details	TOTAL PRICE
SILVER MAINTENANCE AGREEMENT 1 YR	$13,959.21
SERVICE AGREEMENT & MAINTENANCE SUBTOTAL:	$13,959.21

DATA PROJECTIONS

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Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

WILCO - AV Systems and Display Upgrades - ESOC Facility

Prepared by:

Data Projections, Inc.
Branch: Austin, TX

Mark Mazac
(512) 271 6538
mmazac@dataprojections.com

Job Location:

WILCO - ESOC
911 Tracy Chambers Lane
Georgetown, TX 78626
Don Heflin

Don.Heflin@Wilco.Org

Quote Information:

Quote Number [redacted]
Date: 06/15/2023
Expiry Date: 09/29/2023
P.O. No:
Contract No: TIPS 230105

Quote Summary

DESCRIPTION	AMOUNT
COMMS FLOOR - HARDWARE	$58,565.05
EOC - HARDWARE	$13,148.60
EOC EXPANDED/TRAINING - HARDWARE	$71,124.45
GYM - HARDWARE	$3,127.48
IDF-AV ROOM - HARDWARE	$31,311.07
ROOM LOCATION ON SOW - HARDWARE	$39,376.12
OTHER ITEMS - SERVICES	$100,800.00
MISCELLANEOUS MATERIALS	$11,965.04
SERVICE AGREEMENT & MAINTENANCE	$13,959.21
Subtotal:	$343,377.02
Shipping:	$9,970.86
Estimated Tax:	$0.00
Total:	$353,347.88

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc.		Williamson County	
SIGNATURE:	Mark D. Mazac	SIGNATURE:	
NAME:	Mark Mazac	NAME:	
TITLE:	Account Executive	TITLE:	
DATE:	09/08/2023	DATE:	

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GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.

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- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply

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to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

***Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.**

Commissioners Court - Regular Session **60.**

Meeting Date: 09/26/2023

Award of RFP #23RFP93 Construction Manager at Risk (CMAR) for Justice Center Complex Improvements to QA Construction Services, Inc for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP93 Justice Complex Improvements to the highest scoring firm, QA Construction Services, Inc in the amount of Five Hundred Fifty-Eight Thousand, Sixty Dollars ($558,060.00) based on the initial Pre-Construction phase and proposed Construction Budget and authorize the execution of the contract. The funding source is P476.

Background

Williamson County sent out over 9,400 notifications with four (4) vendors submitting responses for a Construction Manager at Risk for Justice Center Complex Improvements. After evaluations and negotiations, the evaluation committee is recommending award to QA Construction Services, Inc. The funding source is P476 and the point of contact is Tommy Crockett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Vendor Proposal

Recommendation Letter

Scoresheet-redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/20/2023 02:53 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:02 AM
Form Started By: Johnny Grimaldo		Started On: 09/14/2023 10:22 AM
Final Approval Date: 09/21/2023		

CONTRACT FOR CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY AT CONSTRUCTION DOCUMENT PHASE

PROJECT:	**Justice Complex Improvements**	("Project")
CONSTRUCTION MANAGER AT-RISK:	**QA Construction Services, Inc.** Hanh Nguyen, Project Executive 5811 Blue Bluff Road Austin, TX 78724	("CMAR")
ARCHITECT & ENGINEER:	**Johnston, LLC**("A/E") J. Alan Johnston, Jr., P.E., President 2603 Augusta, Suite 1500 Houston, TX 77057	
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a political subdivision of the State of Texas ("County") and CMAR.

R E C I T A L S

WHEREAS, County desires to retain a CMAR for the **various improvements to Williamson County Jail and Justice Center** (hereinafter called the "Project");

WHEREAS, County desires a CMAR who will render, diligently and competently in accordance with the highest standards used in the profession, all CMAR services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and CMAR, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 Contract Documents.

The Contract Documents consist of this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, other documents listed in this Contract, and Modifications issued after the execution of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 2.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 2.2**. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

1.2 Relationship of the Parties.

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish, at all times, an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

1.3 General Conditions.

1.3.1
The term "Contractor" as used herein or in the UGCs shall mean CMAR.

1.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

1.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 2
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 2.1 through 2.2**. CMAR's Construction Phase responsibilities are set forth in **Section 2.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

2.1 Preconstruction Phase.

2.1.1 CMAR.

CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

2.1.2 Consultation.

CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.3 Preliminary Project Schedule.

.1 When Project requirements described in **Paragraph 3.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 3.1.3** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

2.1.4 Phased Construction.
CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

2.1.5 Preliminary Cost Estimates.

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

2.1.6 Subcontractors and Suppliers.
CMAR shall develop bidders' interest in the Project.

2.1.7
CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

2.1.8 Extent of Responsibility.
CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

2.1.9 Notices and Compliance with Laws.
CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may

be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

2.1.10 Preconstruction Phase Compensation.
CMAR shall be paid for preconstruction services, as described in **Article 4,** prior to moving to GMP.

2.2 Guaranteed Maximum Price Proposal and Contract Time.

2.2.1
At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency.

2.2.2
To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 2.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

2.2.4
In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

2.2.5
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

2.2.6
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

2.2.7
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

2.2.8
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

2.3 Construction Phase.

2.3.1 General.

.1 For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

2.3.2. Administration.

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 6.8**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 6.8.2**.

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Paragraph 2.3.2.7**.

ARTICLE 3
COUNTY'S RESPONSIBILITIES

3.1 Information and Services Required of County.

3.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

3.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

3.1.3
County 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 Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

3.1.4
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

3.2 County's Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

3.2.1 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

3.3 A/E.
County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 4
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

4.1 Compensation.

4.1.1
County shall pay CMAR the lump sum amount of **One Thousand, Five Hundred Dollars ($ 1,500)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	**N/A**
Construction Document Review:	**40%** of Preconstruction Services Fee
GMP Proposal Provided:	**40%** of Preconstruction Services Fee
Final Comments and GMP Acceptance:	**20%** of Preconstruction Services Fee

4.1.2
County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

5.1
For CMAR's performance of the Work as described in **Section 2.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 6.1.1** plus CMAR's Fee.

5.1.1 CMAR's Fee:

CMAR's Fee shall be a fixed sum of **Five Hundred Fifty-Six Thousand, Five Hundred Sixty Dollars ($ 556,560)**, based on the Construction Documents and the initial proposed construction budget set forth in the Request for Proposals (RFP). The CMAR's Fee, stated as a fixed sum, shall include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work.

.2 CMAR overhead and profit.

.3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses.
Courier service, postage and expressage.

.5 Temporary Utilities.
Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

.6 Taxes, Insurance, and Fees.
Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Preconstruction Phase services fee, construction phase services fee, overhead and profit.

.7 Construction Management Labor.
Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel.

.8 General Construction Debris Removal.
Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

.9 Construction Survey Layout.
Layout crew and licensed survey layout.

.10 Project Close-out.
Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

5.1.2 Method of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Fee with Change in Contract Time.
CMAR's Fee adjustment shall be equal to **Fifteen and Forty-Six Hundredths Percent (15.46 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee with No Change in Contract Time.
CMAR's Fee adjustment shall be equal to **Six Percent (6.00 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

NOTE: "Weather days," as described in **UGC 8.5.2.1**, are considered changes in Contract Time without change in Work; therefore, this condition does not apply.

5.1.3
A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

5.2 Guaranteed Maximum Price.

5.2.1
CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 5.3**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner's Contingency, or otherwise.

5.2.2
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

5.2.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

5.3 Changes in the Work.

5.3.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

5.3.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

5.3.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 5.1 through 5.2** and **Sections 6.1 through 6.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

5.3.4
In calculating adjustments to the GMP, the terms “cost” and “costs” as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 6.1 through 6.5** and the term “fee” shall mean the CMAR’s Fee as defined in **Section 5.1**.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 Costs to be Reimbursed.

6.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 6.1 through 6.5**.

6.1.2
IT IS THE LEGAL DUTY OF COUNTY’S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY’S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY’S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY’S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

6.2 Labor and Subcontract Costs.

6.2.1
Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

6.2.2
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without County's written consent.

6.3 Costs of Materials and Equipment Incorporated in the Completed Construction.

6.3.1
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

6.3.2
Costs of materials, described in the preceding **Paragraph 6.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

6.4 Costs of Other Materials and Related Items.

6.4.1
Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

6.5 Miscellaneous Costs.

6.5.1
Self-insurance for amounts of the coverages required by the Contract Documents, with County’s prior approval.

6.5.2
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County’s

consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

6.5.3
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

6.6 Other Costs and Emergencies.

6.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

6.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

6.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

6.7 Costs not to be Reimbursed.

The Cost of the Work shall not include the items listed below:

6.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Article 11**;

6.7.2
Expenses of CMAR's principal office and offices other than the site office;

6.7.3
Overhead and general expenses, except as may be expressly included in **Sections 6.1 through 6.5**;

6.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

6.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

6.7.6
Any cost not specifically and expressly described in **Sections 6.1 through 6.5**;

6.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

6.7.8
Costs for services incurred during the Preconstruction Phase;

6.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

6.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 5.1.1**.

6.8 Discounts, Rebates, and Refunds

6.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

6.8.2
Amounts that accrue to County in accordance with the provisions of **Paragraph 6.6.1** shall be credited to County as a deduction from the Cost of the Work.

6.9 Related Party Transactions.

6.9.1
For purposes of this **Section 6.7**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

6.9.2
If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to

be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**.

6.10 Accounting Records.

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 7
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

7.1 Progress Payments

7.1.1

Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

7.1.2

The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

7.1.3 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to CMAR 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. CMAR 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:

.1 There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

.2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

.3 The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to CMAR the issues related to disputed invoices within **ten (10) days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

7.1.4
With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

7.1.5
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

7.1.6
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

7.1.7
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

7.1.8
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

7.2 Final Payment.

7.2.1
Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

7.2.2
County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

7.2.3
County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 7.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in this **Section 7.2** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

7.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 8
INSURANCE AND BONDS

For all phases of the Project, CMAR and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

8.1
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

8.2
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8.3
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

8.4
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County.

County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

8.4.1 Preconstruction Phase:
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.2 Construction Phase:
In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

8.4.4
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

8.5
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

8.6
County reserves the right to review the insurance requirements set forth in this **Article 8** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

8.7
County 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 CMAR failing to purchase and maintain the insurance required by this Contract Documents shall be paid by CMAR.

8.8
The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving CMAR 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 CMAR in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

CMAR's Designated Representative for purposes of this Contract is as follows:

QA Construction Services, Inc.
Hanh Nguyen, Project Executive
5811 Blue Bluff Road
Austin, TX 78724

CMAR shall have the right, from time to time, to change CMAR'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 CMAR under this Contract, CMAR'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 CMAR's Designated Representative on behalf of CMAR 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 CMAR's Designated Representative shall be in accordance with such express standards or parameters.

Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

Project Manager: **Chris Marks**
Project Superintendent: **Jake Leal**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance of County.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CMAR at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

CMAR:

QA Construction Services, Inc. ("CMAR")
5811 Blue Bluff Road
Austin, TX 78724

Attention: Hanh Nguyen
Project Executive

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

ARTICLE 11
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 12
TERMINATION OR SUSPENSION

12.1 Termination Prior to Establishing Guaranteed Maximum Price.

12.1.1
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

12.1.2
In the event of termination of this Contract pursuant to **Paragraph 12.1.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Section 4.1.1**. In no event shall CMAR's compensation under this **Article 12** exceed the compensation set forth in **Section 4.1.**

12.1.3
If County terminates this Contract pursuant to **Paragraph 12.1.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 12.1.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

12.1.4
County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Paragraph 12.1.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders

(including rental agreements), CMAR shall, as a condition of receiving the payments referred to in this **Section 12.1**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

12.1.5
If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

12.2 Termination Subsequent to Establishing Guaranteed Maximum Price.
Following execution of the GMP Amendment and subject to the provisions of this **Section 10.2**, this Contract may be terminated as provided in the UGCs.

12.2.1
If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraph 12.1.2 through 12.1.3**.

12.2.2
If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.1.2 through 12.1.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

12.3 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 5.1**.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

13.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

13.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

13.4 Assignment.
County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

13.5 Other Provisions.

13.5.1
CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

13.5.2 Liquidated Damages.
CMAR acknowledges and recognizes that County is entitled to full and beneficial

occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($ 750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

.2 County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

.3 Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 14
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

14.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Exhibit A – Guaranteed Maximum Price Proposal, if executed by County
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts

4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

14.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Guaranteed Maximum Price Proposal, if executed by County;
3. Special Conditions or Supplementary Conditions (if any);
4. Williamson County Uniform General Conditions; and
5. all Addenda issued prior to the Effective Date of the Contract between County and CMAR.

ARTICLE 15
SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

CMAR:
QA Construction Services, Inc.

By: _____
Signature

SHAY TRAWEEK
Printed Name

SR. PROJECT MANAGER
Title

Date Signed: 09/08/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPOSAL

QA Construction Services, Inc. ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated _____ ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **Justice Complex Improvements**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.
A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

Dollars ($)

CMAR's Fee.
A fixed sum fee for CMAR's Fee pursuant to the Contract:

Dollars ($)

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

Dollars ($)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion of the Project shall be _____ **( ) calendar days** from the Notice to Proceed with Construction**.**

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars ($ 750) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

Dollars ($)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:
QA Construction Services, Inc.

By:_____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

GUIDELINES FOR GMP PROPOSAL PREPARATION

CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 2.2** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

PRE-SUBMITTAL REQUIREMENTS:

Scope Definition: Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.

Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

Pre-submittal Conference: The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the "Standard Schedule of Values Format" from County.

CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 - Guaranteed Maximum Price Proposal

Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)
Do not alter any language from the original document without prior approval from County.
Do not electronically alter the document.
Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.
Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

State any amended services or scope changes included in the Proposal.
Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
Include the description of building type, size, character and general materials.
Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
Identify all consultants.

TAB 4 - List of Documents

Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
Specification Index:
Provide a detailed listing of each specification section required by County as identified in the Contract.
Provide a detailed listing of all other spec sections describing the project.

- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

The Summary Level schedule shall be submitted electronically with the GMP Proposal.
Summary Schedule Requirements

The schedule shall comply with the requirements of and shall form the basis for the “Detail” schedule, which shall be submitted within **sixty (60) calendar days** following Notice to Proceed with Construction for Construction Services.
The schedule shall be a computer-generated CPM schedule.
The schedule shall be presented in “bar chart” form and contain detailed activities for all events and milestones included in Preconstruction (Part I) Services
The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first **ninety (90) calendar days** following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first **ninety (90) calendar days**) may be summarized by trades and may have longer durations than the “detailed” activities mentioned above.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/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. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or 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 its 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:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. 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 the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, 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 on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. 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 on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, 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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) 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 Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. 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 on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract 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 on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder 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.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/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.

J. 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.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. 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 $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with 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 hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder 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 Contract/Agreement, 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 Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with 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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

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 the 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 $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-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 to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

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. 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 the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Non-reimbursable 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 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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2 OWNER
3 CONTRACTOR
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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Statement of Qualifications

Section 1: Transmittal Letter

Company Name:

QA Construction Services, Inc.
Texas Historically Underutilized Business (HUB) Certificate: 1020555210100

Company Overview:

QA Construction: Your Go-To General Contractor for Exceptional Spaces in Central Texas

For over 30 years, QA Construction has been dedicated to providing exceptional construction services to our clients in Central Texas. We specialize in creating custom spaces that exceed expectations. With in-house capability to self-perform framing, roofing, and audiovisual integration, we take pride in delivering top-notch quality services that are second to none. Our motto, "committed to superior quality and results," reflects our unwavering dedication to delivering the highest quality construction services.

Our team of skilled and experienced construction management personnel work collaboratively to bring your vision to life. We use Procore, a state-of-the-art Construction Management software for managing drawings, specification, contracts, RFI's, submittals, and daily reports; which are sent out daily accompanied by detailed pictures of the progress. We take pride in our commitment to diversity and integrity, which sets us apart from other contractors. At QA Construction, we prioritize attention to detail and quality, ensuring that we deliver your project to your satisfaction.

We maintain the same level of client attention from construction through the warranty period. Our Project Advocate leads the way in ensuring that client needs are met and supported during construction and the warranty period.

Physical Mailing Address:

5811 Blue Bluff Road, Austin, TX 78724

Company Representative:

Rory Fulton
rory@qacsi.com
254-644-4118

Statement of Qualifications

Section 2: Organizational Chart



Hanh Nguyen
Project Executive



Michele Lazzara
Project Advocate



Derryne White
Safety Director



Shay Traweek
Senior Project Manager



Mary Tong
HUB Director



Lily Gutierrez
Project Accountant



Jake Leal
Superintendent



Chris Marks
Project Manager



Michael Fox
Project Engineer



Chris Suter
QA/QC Manager

Statement of Qualifications

Section 3: Company Qualifications and Experience

QA Construction takes great pride in partnering with public and government entities throughout Central Texas. We have worked closely with Travis County (TC) for over 10 years, specifically with the TC Facilities Management Department (FMD) and the Travis County Sheriff's office (TCSO). Customer service is our top priority which is illustrated by our high occurrence of returning clients. We also work extensively with the University of Texas at Austin, most recently at the Student Services Building (SSB), which is a great example of the construction management service that we always provide.

The SSB project included construction renovation work in a multi-functional constantly occupied building consisting of healthcare, pharmacy, veteran's affairs, mental health counseling, and financial services for university students. Our detailed scheduling and communication with the project team and building management allowed us to flawlessly execute our schedule without impact to the building's continuous operations.

For TC FMD, we performed the Gault Building Annex Office Renovations. The Gault building is part of Travis County's Blackwell-Thurman Criminal Justice Center and is home to the District Clerk, District Attorney Grand Jury, Criminal Courts, TCSO, Tax Office, and CSCD Pretrial Intake. QA Construction renovated each of the three floors around the move schedule for current occupants. We completed the 1st and 3rd floor concurrently while the 2nd floor was occupied before moving seamlessly to the 2nd floor and continuing work while the 1st and 3rd floor were occupied. At both the Criminal Justice Center (CJC) and the Travis County Correctional Complex (TCCC), we performed extensive work within secured areas. Projects included the design and construction of the Virtual Courtrooms at the TCCC. While a smaller project, it is a testament to QA's ability to work in a 24/7 facility while being mindful of serious site and security constraints.

Due to our strong experience working for public entities and in secure facilities, QA would excellently fit the CMAR needs of the Williamson County Justice Center Improvements Project.

Information for the above referenced projects is on the following page.

Student Services Building (SSB) CMAR Pharmacy Renovation

- Experience with subcontractors and professional services in Texas: **QA works extensively with qualified trade contractors in Texas. (Austin Glass, Austin Walls, Capital Ind., Elk Electric, Firetron, JCI, Knight Security, Travis Millwork)**
- Percentage of Work self-performed: **15%**
- Initial Guaranteed Maximum Price (GMP): **$2.12M**
- Total Construction Price (including additional GMPs/ Change Orders): **$2.18M**
- Initial Scheduled Completion Date (at GMP): **04/13/2023**
- Actual Substantial Completion Date (including Time Extensions): **4/27/2023**
- Owner Contact: **Julie Weir, julie.wier@austin.utexas.edu, 512-232-9253**
- Architect of Record: **Grace Kinsey, gkinsey@bgkarchitects.com, 970-420-9618**

Travis County Gault Building CSP Office Renovation

- Experience with subcontractors and professional services in Texas: **QA works extensively with qualified trade contractors in Texas. (Austin Glass, Austin Walls, Firetron, Lonestar Flooring)**
- Percentage of Work self-performed: **15%**
- Initial Guaranteed Maximum Price (GMP): **$1.05M**
- Total Construction Price (including additional GMPs/ Change Orders): **$1.09M**
- Initial Scheduled Completion Date (at GMP): **1/17/2019**
- Actual Substantial Completion Date (including Time Extensions): **2/28/2019**
- Owner Contact: **Tiffany Talbot, Tiffany.Talbot@traviscountytx.gov, (512)-854-4909**
- Architect of Record: **Tiffany Talbot was both the owner contact and the architect.**

Travis County Virtual Courtroom

- Experience with subcontractors and professional services in Texas: **QA works extensively with qualified trade contractors in Texas. (Austin Walls, Intertech Flooring, CMV Electric, BryComm, Hull Supply)**
- Percentage of Work self-performed: **10%**
- Initial Guaranteed Maximum Price (GMP): **$207K**
- Total Construction Price (including additional GMPs/ Change Orders): **$207K**
- Initial Scheduled Completion Date (at GMP): **1/10/2021**
- Actual Substantial Completion Date (including Time Extensions): **1/10/2021**
- Owner Contact: **John Newbegin, john.newbegin@traviscountytx.gov, 512-854-5377**
- Architect of Record: **Joint scope developed by QA Construction and Travis County.**

RESUME



HANH NGUYEN

PROJECT EXECUTIVE

With a strong Engineering foundation from the University of Texas at Austin, Hanh has built a remarkable 25-year construction career. He excels in managing complex projects, ensuring timely and cost-effective results. His leadership fosters seamless collaboration with Design Teams and Owners, achieving project success. As a driving force at QA Construction, Hanh takes on diverse responsibilities across the company.

RESIDENT OF

Austin, Texas

EDUCATION

Bachelor of Science
Civil Engineering
The University of Texas at Austin

IN INDUSTRY

28 Years

WITH COMPANY

10 Years

PROFESSIONAL CERTIFICATIONS

OSHA 30 Hour

PROJECT EXPERIENCE

$3.7M - U.T. Perry-Castaneda Library Scholar's Lab Renovation, 2023
$3.9M - U.T. East Campus Garage Safety Finish-Out, 2022
$7M - U.T. CPE Renovations phase 1-7, 2021
$2.1M - U.T. Charter School Playground Renovation, 2018
$300M - San Antonio, JW Marriott Resort and Spa, 2009, Hotel, Resort, and Conference Center
Center, 2008, Ground Up Hotel and Conference Center
$50M - Long Center for the Performing Arts, 2008

RESPONSIBILITIES FOR ABOVE PROJECTS

Hanh served as the Project Executive for the last 5 years and his responsibilities included: overseeing daily operations of the project team and support staff, ensuring that the team is on track, on schedule, and that the client is fully supported.

RESUME



SHAY TRAWEEK

SENIOR PROJECT MANAGER

Shay's career in construction soared as he partnered with a top geotechnical engineering firm while studying construction management at Sam Houston State University. Graduating in 2006, his determination led him to excel in overseeing long-term projects at Austin Commercial. As senior project manager at QA Construction, Shay's exceptional skills and leadership shine as he guides project managers and ensures smooth project progression.

RESIDENT OF

Austin, Texas

EDUCATION

Bachelor of Science,
Construction Management
Business Management,
Sam Houston State University

IN INDUSTRY

25 Years

WITH COMPANY

8 Years

PROFESSIONAL CERTIFICATIONS

LEED AP
OSHA 30 Hour
CPR and First Aid
Skytrak/Forklift Operator
NICET Level 1- Concrete, Soils & Asphalt
ACI Certified - Concrete

PROJECT EXPERIENCE

$1.4M -U.T. Townes Hall Roof Replacement, 2023
$5.1M - U.T. Perry-Castaneda Library Scholar's Lab Renovation, 2023
$3.8M - U.T. Union Building Esports Renovation, 2023
$2.2M - U.T. SSB Pharmacy Renovation, 2023
$3.9M - U.T. East Campus Garage Safety Finish-Out, 2022
$3M - Killeen ISD District Wide Shade Structures, 2020
$2M - 900 Congress Exterior Façade Renovations, 2019
$2.1M - DSISD Dripping Springs High School Renovations, 2017

RESPONSIBILITIES FOR ABOVE PROJECTS

Shay served as Senior Project Manager for the last 8 years and his responsibilities included: overseeing daily operations of the project team, preparing GMP's, estimating, ensuring, working with the team to implement and maintain the schedule.

RESUME



CHRISTOPHER MARKS

PROJECT MANAGER

In 1986, Chris began at P&P Mechanical shop, progressing to journeyman pipefitter and project manager at A. Hattersley & Sons. He handled diverse projects like municipalities, education, hospitals, and more. He shifted to owner representation at Purdue University, managing contracts exceeding $750M. Later, he led Ivy Tech Community College's construction, maintenance, and security as Executive Director. Chris encountered QA in 2017 at the University of Texas. Now, as of July 2023, he's part of the QA family, leveraging his extensive construction and owner's perspective knowledge.

RESIDENT OF

Austin, Texas

EDUCATION

B.S. Industry & Construction - Ball State University
M.B.A. Business Administration and Strategy - Western Governors University

IN INDUSTRY

37 Years

WITH COMPANY

1 Years

PROFESSIONAL CERTIFICATIONS

CPR and First Aid
OSHA 30 Hour
Certified Educational Facilities Professional (CEFP)
Six Sigma Master Black Belt - Lean Operations (SSMBB)
Professional Level II (CMP II)

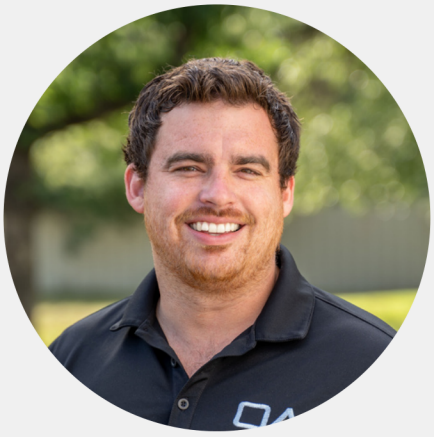
PROJECT EXPERIENCE

$300M DKR South End Zone Planning Committee
$130M Purdue Football Stadium Renovation
$25M Slater Steel Plant Improvements
$15M University of Texas at Austin, all insurance claim projects from 2021 - 2023
$8M Dell Medical School; Hospital Make Ready Projects

RESPONSIBILITIES FOR ABOVE PROJECTS

Chris Marks oversees daily construction activities, working closely with the team, superintendent, and project engineer. He ensures tasks stay on track, manages submittals and RFIs, and maintains communication. Chris also monitors progress, addresses challenges, and tracks budgets. His role involves coordinating efforts, ensuring quality, and problem-solving to support project success.

RESUME



JACOB LEAL

SUPERINTENDENT

In 2022, Jacob joined QA Construction after an eight-year role at J.T. Vaughn Construction, excelling as a Superintendent. He showcased meticulous planning and problem-solving in occupied education building renovations. Now at QA Construction, Jacob's experience in managing projects within operational campuses proves valuable, driven by his dedication to excellence and exceptional results.

RESIDENT OF

New Braunfels, Texas

EDUCATION

High School Degree

IN INDUSTRY

10 Years

WITH COMPANY

2 Years

PROFESSIONAL CERTIFICATIONS

OSHA 30 Hour
CPR & First Aid

PROJECT EXPERIENCE

$1.4M - U.T. TNH Roof Replacement, 2023
$2.2M - U.T. SSB Pharmacy Renovation 2023
$1.0M - U.T. FNT Hang Ren Lab Renovation,2022
$1.0M - Texas State University, LBJ Student Center Chick-Fil-A Renovation
$1.2M - Texas State University, Alkek Library Buck Winn Mural Installation
$650k - Texas State University, LBJ Student Center George's Bar Renovation

RESPONSIBILITIES FOR ABOVE PROJECTS

Jake Leal oversees daily on-site construction operations. He works closely with the project team to ensure project progress aligns with the schedule. Jake's core responsibility is to drive subcontractors' performance, maintaining a strong emphasis on daily progress. He works diligently to keep construction on track, coordinating tasks, addressing challenges, and ensuring quality. A key aspect of his role involves sending daily reports with photos to all stakeholders.

RESUME



MICHAEL FOX

PROJECT ENGINEER

Michael Fox is a construction professional with a strong background in the industry, thanks to his upbringing in a family immersed in construction and his father's role as a roofing contractor. Combining his practical experience with his minor in business, Michael brings a unique perspective to problem-solving in the field. His passion for finding innovative solutions and his attention to detail make him an invaluable asset in any construction project. With excellent communication and interpersonal skills, Michael excels at collaborating with diverse teams and ensuring successful outcomes.

RESIDENT OF

Leander, Texas

EDUCATION

Bachelor in Physics
Texas A&M University

IN INDUSTRY

3 Years

WITH COMPANY

1 Years

PROFESSIONAL CERTIFICATIONS

OSHA 30 Hour
Forklift Certified

PROJECT EXPERIENCE

$700K - The University of Texas TNH Auditoriums Renovation, 2023
$1.9M - University of Texas WEL Edoardo Baldini Lab Renovation, 2022
$935K - University of Texas FNT, 2022
$3.5M - University of Texas PAT Animal Lab Renovations, 2022
$400K - Parkside on the River Ph.2, 2021

RESPONSIBILITIES FOR ABOVE PROJECTS

Michael Fox oversees technical aspects of construction projects, liaising with design teams, managing documentation, and addressing challenges. Michael ensure projects adhere to specifications, quality standards, and safety protocols.

RESUME



MICHELE LAZZARA

PROJECT ADVOCATE

Michele Lazarra, a versatile expert in facilities management and interior design, now plays a crucial role at QA Construction. As a Project Advocate and Business Development specialist, she thrives on realizing client visions and enhancing construction services. Michele's dedication guarantees exceptional results, elevating client satisfaction and expanding our reach.

RESIDENT OF

Austin, Texas

EDUCATION

The University of Houston
Major in Biology, Minor in Child Psychology
The University of Houston

IN INDUSTRY

15 Years

WITH COMPANY

2 Years

PROFESSIONAL CERTIFICATIONS

OSHA 30 Hour

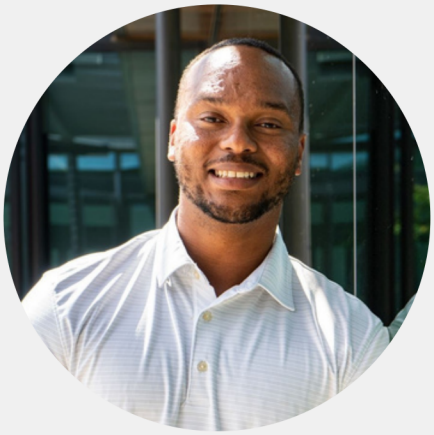
PROJECT EXPERIENCE

$1.4M - U.T. Townes Hall Roof Replacement, 2023
$5.1M - U.T. Perry-Castaneda Library Scholar's Lab Renovation, 2023
$5.0M - U.T. BE2 Roof Replacement, 2023
$1.2M - U.T. GRE Storm Water Redirection, 2023
$3.8M - U.T. Union Building Esports Renovation, 2023
$3.6M - U.T. Patterson Hall Biology Lab Renovations, 2022
$3.9M - U.T. East Campus Garage Safety Finish-Out, 2022

RESPONSIBILITIES FOR ABOVE PROJECTS

Michele serves as the project advocate and works with the project team to ensure that WILCO policies are understood and followed and that WILCO interests and goals are met. She supports the client and will work with them and our team to ensure that their voice is heard and their project is fully supported.

RESUME



DERRYNE WHITE

SAFETY DIRECTOR

Derryne, from a military family, found his career path in Texas. With degrees in Psychology and Criminal Justice, he gained customer service experience and developed a passion for workplace safety. Holding certifications like OSHA10, OSHA30, and more, he emphasizes open communication for a positive safety culture.

RESIDENT OF

New Braunfels, Texas

EDUCATION

Bachelor of Arts
Psychology and Criminal Justice
Univ. of Incarnate Word San Antonio

IN INDUSTRY

6 Years

WITH COMPANY

2 Years

PROFESSIONAL CERTIFICATIONS

OSHA 30 Hour
CPR and First Aid
Associate Safety Professional
180 hours Class-A Semi truck Driving
Confined Space Competent
Scaffolding Competent Excavation and Trenching Safety Competent
Certified Trainer: Mobile Elevated Work Platforms (Scissor Lift/Boom Lift)

PROJECT EXPERIENCE

$1.4M - U.T. Townes Hall Roof Replacement, 2023
$5.0M - U.T. BE2 Roof Replacement, 2023
$2.2M - U.T. SSB Pharmacy Renovation, 2023
$3.9M - U.T. East Campus Garage Safety Finish-Out, 2022
$2.8M - Dripping Spring ISD Transportation Facility Improvements, 2020
$7M - CPE Renovations phase 1-7,2021
200+ Various Construction Projects

RESPONSIBILITIES FOR ABOVE PROJECTS

Derryne is our safety director and works closely with our field team to ensure that all applicable safety codes and processes are followed. He performs weekly inspections and distributes his reports to the project team.

RESUME



CHRISTOPHER SUTER

QA/QC COORDINATOR

With a strong construction background, Chris's experience spans decades, encompassing diverse aspects of the field. His United States Navy service, repairing fighter jet engines and special warfare involvement, added militaristic leadership and attention to detail. This unique expertise fuels Chris's strategic, precise, and disciplined approach, revolutionizing the construction industry. His meticulous planning, task execution, and teamwork inspire exceptional results, setting higher industry standards.

RESIDENT OF
Manor, Texas

EDUCATION
Naval Air Technical Training Center

IN INDUSTRY
21 Years

WITH COMPANY
3 Years

PROFESSIONAL CERTIFICATIONS
OSHA 30 Hour
CPR and First Aid

PROJECT EXPERIENCE

$1.4M -U.T. Townes Hall Roof Replacement, 2023
$5.0M - U.T. BE2 Roof Replacement, 2023
$3.8M - U.T. Union Building Esports Renovation, 2023
$2.2M - U.T. SSB Pharmacy Renovation, 2023
$3.9M - U.T. East Campus Garage Safety Finish-Out, 2022
$18M - Apple Inc., 2019 RV4 Lab Build Out
$9.6M - Anheuser-Busch, Williamsburg, VA., Roofing Project Coordinator and EHS Manager

RESPONSIBILITIES FOR ABOVE PROJECTS

Chris Suter collaborates with the project team to ensure alignment of materials, methods, and management with specifications, drawings, industry best practices, and relevant codes. His role encompasses meticulous quality assurance and compliance, contributing to project excellence and adherence to standards.

RESUME



MARY TONG

HUB DIRECTOR

Mary excels as a team member, celebrated for her superb communication and organizational skills. With a background in customer interaction, she's adaptable, collaborative, and dependable. Mary's problem-solving and leadership prowess, alongside her dedication to excellence, make her an indispensable asset to any project or team..

RESIDENT OF

Pflugerville, Texas

EDUCATION

Bachelor of Science
Mechanical Engineering
The University of Texas, San Antonio

IN INDUSTRY

3 Years

WITH COMPANY

3 Years

PROFESSIONAL CERTIFICATIONS

OSHA 30 Hour
CPR & First Aid
Global Shop Solutions (ERP)
Solid-Works, Adobe Photoshop

PROJECT EXPERIENCE

$700K - U.T. Townes Hall Auditoriums Renovation, 2023
$1.9M - U.T. Welch Hall Edoardo Baldini Lab Renovation, 2022
$1M - U.T. Physics, Math & Astronomy Building High Bay Renovation Phase 2, 2021
$281K - U.T. Ernest Cockrell Jr. Hall, Restroom Renovation, 2021
$235K - U.T. Biomedical Engineering Building, Wang Lab Renovation, 2021

RESPONSIBILITIES FOR ABOVE PROJECTS

Mary Tong, HUB Director, collaborates with the Senior Project Manager and Project Executive to plan solicitations, prioritizing potential HUB contractors' inclusion. Diligently ensuring HUB requirements are met, she takes pride in fostering unity among HUB contractors and upholding quality assurance, contributing significantly to successful project outcomes.

RESUME



LILY GUTIERREZ

PROJECT ACCOUNTANT

Originally from Mexico City, Lily has called Austin home for the past 40 years. Lily has been a part of QA since its inception, joining the company on its founding day. Her primary focus has always been overseeing the daily financial functions of QA, including Accounts Payable, Accounts Receivable, and Payroll. Alongside her dedicated support team, Lily provides vital assistance to QA Project Managers, Superintendents, and Sub-contractors. Her extensive experience and unwavering commitment contribute to the smooth operations of QA Construction, ensuring financial efficiency and supporting the success of the company.

Project Responsibilities

Lily controls, manages, and maintains job-costing projects to ensure they remain within budget. She is responsible for handling accounts payable, subcontractor payments, and owner invoices. Lily also ensures the implementation of financial best practices throughout the project and communicates regular financial updates to the senior project manager.

RESIDENT OF
Austin, Texas

EDUCATION
Bachelor of Business Administration (Management Information Systems), The University of Texas at Austin

IN INDUSTRY
18 Years

WITH COMPANY
18 Years

PROFESSIONAL CERTIFICATIONS
Notary
Texas Licensed Insurance Agent

WILLIAMSON COUNTY
1848

Purchasing Department

Pricing Sheet

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

County Construction Budget

Three Million, Six Hundred Thousand Dollars ($ 3,600,000)

County has established a preliminary construction budget that shall include: 1) Respondent's proposed Preconstruction Phase Fee, 2) Cost of Work, and 3) Respondent's proposed Construction Phase Fee but excludes an Owner's Contingency budget.

County Construction Duration

County is targeting a construction period of **(12) months** from Notice to Proceed (NTP) to substantial completion.

CMAR Preconstruction Fee

One Thousand Five Hundred **Dollars** ($ 1,500.00)

Respondent shall be paid a lump sum Preconstruction Phase services fee prior to moving to the Guaranteed Maximum Price (GMP) Proposal.

CMAR Construction Fee

Five Hundred Fifty-Six Thousand Five Hundred Sixty **Dollars** ($ 556,560.00)

Respondent's proposed Construction Phase Fee (expressed as a lump sum) based on the Construction Budget and Duration established above. This fee shall be added to the Cost of Work as total compensation to CMAR.

CMAR Construction Fee Percentage (15.46 %)

Respondent's proposed Construction Phase Fee (expressed as a percentage) based on the Construction Budget and Duration established above. This percentage shall be multiplied by, then added to, Cost of Work as total compensation to CMAR.

This percentage shall also be multiplied by, then added to, Cost of Work for Change Orders extending Contract Time.

CMAR Construction Fee Percentage (no change to Contract Time) (6.00 %)

Respondent's proposed Construction Phase Fee (expressed as a percentage) that excludes costs of general conditions. This percentage shall be multiplied by, then added to, Cost of Work for Change Orders not affecting Contract Time.

Having carefully examined the requirements of this RFP, the Contract for Construction Manager At-Risk, the Contract Documents, and any attachments, Respondent shall identify a Proposed Construction Manager's Fee to furnish Construction Manager At-Risk services as required for this Project. This fee shall be the total cost of services provided by the Respondent and shall include the following:

1. CMAR's fees for construction phase services other than for self-performed construction work;

2. CMAR's overhead and profit;

3. Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

4. Office Expenses: Courier service, postage and expressage;

5. Temporary Utilities: Mobilization and demobilization, electric and water services (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, temporary construction roads and parking, clean-up, dumpsters, signage, safety, audit, and record storage;

6. Taxes, Insurance, and Fees: Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Construction Phase Services fee, overhead and profit;

7. Construction Management Labor: Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

8. General Construction Debris Removal: Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

9. Construction Survey Layout: Layout crew and licensed survey layout;

10. Project Close-out: Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

Reimbursable Expenses

Williamson County's Vendor Reimbursement Policy (attached) outlines items that will not be reimbursed under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost.

The following items will also not be reimbursable under the Pre-Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost:

- Groundbreaking expenses
- Ribbon cutting expenses
- Field office set up
- Drinking water
- Field office supplies
- Field office cleaning
- Field office fire safety and first aid equipment supplies
- Field office window cleaning

September 14, 2023

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 23RFP93
Justice Center Improvements
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found QA Construction Services, Inc. to be the best-suited candidate to perform various improvements to the Williamson County Jail and Justice Center. It is the recommendation of the evaluation committee to award the Justice Center Improvements project to QA Construction Services, Inc.

The Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Construction Manager at Risk Contract to QA Construction Services, Inc. based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director, Facilities Management Department

WILLIAMSON COUNTY
(512) 943-1609
dbutler@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

Williamson County 23RFP93

RFP 23RFP93 CMAR for Justice Center Complex Improvements

08.16.2023

Evaluation Criteria	Max Points	Carraway Construction	Harvey-Cleary Builders	QA Construction Services	Vaughn Construction
Company Experience With Similar Projects	**25**	10	24	25	25
Project Manager professional experience	**20**	10	19	19	19
Site Superintendent professional experience	**20**	0	15	13	15
Company performance with Government Agencies	**15**	10	12	11	9
CMAR Construction Fee	**10**	2	7	10	8
Proposed Amount		$ 3,235,000.00	$ 802,642.00	$ 558,060.00	$ 713,276.00
Post-construction Warranty Assurance	**10**	5	10	10	10
Total	**100**	37	87	88	86

Commissioners Court - Regular Session **61.**

Meeting Date: 09/26/2023

Long Range Transportation Planning Funds

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 the allocation of Long Range Planning funds in the Road & Bridge Division and General Budgets.

Background

Long Range Transportation Dollars are proposed to be allocated as follows:

1. $10 M in General fund LRP to be used as follows:
A. $6 M for ROW
B. $2.53 M for RM 1431 from US 183A to IH 35 Planning
C. $1.52 M for Corridor A3 Planning

2. $5 M R&B LRP included in recommended and approved Budget:
A. $5 M for ROW

3. $10 M R&B Cash Ending placed into LRP:
A. $5 M for ROW
B. $5 M for R& B maintenance projects as detailed on attached spreadsheets.

This provides $16 M for ROW and $5 M for R&B maintenance and $4 M for corridor planning

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised 3599 Addtl - Cash Flow

777 - Cash Flow Rev 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:28 AM
Form Started By: Vicky Edwards		Started On: 09/20/2023 04:16 PM
Final Approval Date: 09/21/2023		

FY24 Anticipated Cash Flow for Additional 3599 Funds (FY Quarters)

	Roadway	Q1	Q2	Q3	Q4	FY24 Total	Notes
Overlay (Additional)	CR 200		$1,240,000			$1,240,000	7,650' N of SH29 to 14,310' N of SH29
Cross Culverts (Additional)	CR 241		$205,000			$205,000	
	CR 464		$163,000			$163,000	
	CR 233		$161,000			$161,000	
Stabilize (Additional)	CR 431		$730,000			$730,000	
TOTALS		$0	$2,499,000	$0	$0	$2,499,000	

FY24 Anticipated Cash Flow for 777 Funds (FY Quarters)

Description	Note	Q1	Q2	Q3	Q4	FY24 Total
CR 118/100 (Constr)	P547				$360,000.00	$360,000.00
CR 201 Ph 1 (Design)	P499	$307,000	$345,000	$312,000	$170,000	$1,134,000
CR 255/289 (Constr)	P546				$2,058,000	$2,058,000
CR 255/289 (Design)	P546	$334,000	$501,000	$301,000	$247,000	$1,383,000
S. San Gab Ranches (Constr)	P489	$1,250,000	$1,250,000			$2,500,000
CR 313 (Constr)	P623		$1,800,000	$200,000		$2,000,000
CR 200 (Constr)	NEW			$400,000	$758,000	$1,158,000
CR 239 (Constr)	P582			$1,600,000	$632,000	$2,232,000
CR 130 Widening	P626	$1,400,000				$1,400,000
CR 404 (Constr)	NEW		$1,500,000			$1,500,000
Long Range Transp.		$2,500,000	$2,500,000	$2,500,000	$2,500,000	$10,000,000
Transfer from LRTP to 4100		$336,500	$336,500	$336,500	$336,500	$1,346,000
Transfer from LRTP to 3599			$2,499,000			$2,499,000
TOTALS		$6,127,500	$10,731,500	$5,649,500	$7,061,500	$29,570,000

Recommended 777:	$19,570,000
LRTP Additional:	$10,000,000
Total 777 Budget:	$29,570,000

Commissioners Court - Regular Session **62.**

Meeting Date: 09/26/2023

T3346 East Wilco Highway (Southeast Loop Segment 1 Phase 1) Change Order #6 (Scope Deduction)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of ($1,016,961.92) for Project T3346 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (James Construction Group) P: 463 Funding Source: Road Bond.

Background

Existing utility conflicts are preventing work needed to tie-in the new alignment portion of the project into CR 138. This change will remove work associated with this tie-in. This work will be completed as part of a future project once utilities are cleared.

This Change Order results in a net decrease of $1,015,961.92 to the Contract amount, for an adjusted Contract total of $12,160,165.73. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $633,376.64has been added from the Contract, resulting in a 5.49% net increase in the Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T3346 SE Loop Seg1 P1-CO#6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:23 AM
Form Started By: Julissa Vasquez		Started On: 09/20/2023 08:14 AM
Final Approval Date: 09/21/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 6

Project:	*SE LOOP S1 P1*
Roadway:	*T3346*
CSJ Number:	*N/A*

1. CONTRACTOR: **JAMES CONSTRUCTION GROUP**
2. Change Order Work Limits: Sta. **1099 + 71.31** to Sta. **1129 + 00**
3. Type of Change(on federal-aid non-exempt projects): **Major** (Major/Minor)
4. Reasons: **3M** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

6. Work to be performed in accordance with Items: **See attached**
7. New or revised plan sheet(s) are attached and numbered: **3,15A,34,143,268,269,383**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9-15-23

By _____

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **($1,015,961.92)**

RECOMMENDED FOR EXECUTION:

_____ 9/18/2023
Project Manager Date

N/A
Design Engineer Date

_____ 9/18/2023
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *6* ***Project #*** ***SE LOOP S1 P1***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-6002	PREPARING ROW	STA	$10,650.00	107.80	$1,148,070.00	(14.00)	93.80	$998,970.00	($149,100.00)
104-6022	REMOVING CONC (CURB AND GUTTER)	LF	$2.23	725.00	$1,616.75	(234.00)	491.00	$1,094.93	($521.82)
105-6088	REMOVING STAB BASE AND ASPH PAV (0-5")	SY	$4.33	2,425.00	$10,500.25	(2,425.00)	0.00	$0.00	($10,500.25)
106-6002	OBLITERATING ABANDONED ROAD	SY	$0.76	2,425.00	$1,843.00	(2,425.00)	0.00	$0.00	($1,843.00)
110-6001	EXCAVATION (ROADWAY)	CY	$3.92	35,486.00	$139,105.12	(1,851.00)	33,635.00	$131,849.20	($7,255.92)
132-WC01	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	$39.99	39,249.00	$1,569,567.51	(1,046.00)	38,203.00	$1,527,737.97	($41,829.54)
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$0.31	71,812.00	$22,261.72	(21,880.00)	49,932.00	$15,478.92	($6,782.80)
161-WC001	EROSION CONTROL COMPOST (3")	SY	$2.36	17,893.00	$42,227.48	(6,886.00)	11,007.00	$25,976.52	($16,250.96)
162-WC103	MULCH TOPDRESSING (5")	SY	$5.28	17,893.00	$94,475.04	(6,886.00)	11,007.00	$58,116.96	($36,358.08)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$0.15	35,914.00	$5,387.10	(13,766.00)	22,148.00	$3,322.20	($2,064.90)
164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(COOL)(TY 11)	SY	$0.13	107,726.00	$14,004.38	(41,288.00)	66,438.00	$8,636.94	($5,367.44)
166-6002	FERTILIZER	TON	$1,106.05	11.00	$12,166.55	(4.20)	6.80	$7,521.14	($4,645.41)
168-WC01	VEGETATIVE WATERING	MG	$27.00	2,874.00	$77,598.00	(1,101.70)	1,772.30	$47,852.10	($29,745.90)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.25	15,622.00	$19,527.50	(2,591.00)	13,031.00	$16,288.75	($3,238.75)
169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	$1.45	29,263.00	$42,431.35	(8,711.00)	20,552.00	$29,800.40	($12,630.95)
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$35.83	13,172.00	$471,952.76	(805.00)	12,367.00	$443,109.61	($28,843.15)
260-6011	LIME TRT (EXST MATL) (12")	SY	$3.05	39,326.00	$119,944.30	(2,672.00)	36,654.00	$111,794.70	($8,149.60)
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	$140.67	1,045.00	$147,000.15	(72.00)	973.00	$136,871.91	($10,128.24)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$3.20	7,429.00	$23,772.80	(519.00)	6,910.00	$22,112.00	($1,660.80)
316-6002	AGGR (MULTI OPTION)	CY	$105.00	336.00	$35,280.00	(48.00)	288.00	$30,240.00	($5,040.00)
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	$2.90	13,756.00	$39,892.40	(2,084.00)	11,672.00	$33,848.80	($6,043.60)
TOTALS					$4,038,624.16			$3,650,623.05	($388,001.11)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *6* **Project #** *SE LOOP S1 P1*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	$45.95	1,528.00	$70,211.60	(1,139.00)	389.00	$17,874.55	($52,337.05)
354-6022	PLANE ASPH CONC PAV (0" TO 3")	SY	$4.14	3,729.00	$15,438.06	(3,294.00)	435.00	$1,800.90	($13,637.16)
401-6001	FLOWABLE BACKFILL	CY	$122.71	43.00	$5,276.53	(10.00)	33.00	$4,049.43	($1,227.10)
432-6002	RIPRAP (CONC)(5 IN)	CY	$353.76	352.00	$124,523.52	(29.00)	323.00	$114,264.48	($10,259.04)
464-6003	RC PIPE (CL III)(18 IN)	LF	$47.23	3,534.00	$166,910.82	(197.00)	3,337.00	$157,606.51	($9,304.31)
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	$4,992.27	7.00	$34,945.89	(1.00)	6.00	$29,953.62	($4,992.27)
496-6004	REMOV STR (SET)	EA	$536.31	6.00	$3,217.86	(6.00)	0.00	$0.00	($3,217.86)
496-6007	REMOV STR (PIPE)	LF	$21.71	282.00	$6,122.22	(127.00)	155.00	$3,365.05	($2,757.17)
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$30.27	880.00	$26,637.60	(380.00)	500.00	$15,135.00	($11,502.60)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$14.19	1,020.00	$14,473.80	(380.00)	640.00	$9,081.60	($5,392.20)
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	$2.12	15,977.00	$33,871.24	(2,705.00)	13,272.00	$28,136.64	($5,734.60)
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	$0.46	15,977.00	$7,349.42	(2,705.00)	13,272.00	$6,105.12	($1,244.30)
506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	LF	$5.18	1,034.00	$5,356.12	(302.00)	732.00	$3,791.76	($1,564.36)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$1.07	1,034.00	$1,106.38	(302.00)	732.00	$783.24	($323.14)
529-6008	CONC CURB & GUTTER (TY II)	LF	$19.00	10,907.00	$207,233.00	(427.00)	10,480.00	$199,120.00	($8,113.00)
530-6005	DRIVEWAYS (ACP)	SY	$75.60	262.00	$19,807.20	(262.00)	0.00	$0.00	($19,807.20)
531-6002	CONC SIDEWALKS (5")	SY	$42.54	6,476.00	$275,489.04	(155.50)	6,320.50	$268,874.07	($6,614.97)
550-6001	CHAIN LINK FENCE (INSTALL)(6')	LF	$22.25	750.00	$16,687.50	(750.00)	0.00	$0.00	($16,687.50)
550-6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	EA	$933.50	1.00	$933.50	(1.00)	0.00	$0.00	($933.50)
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$176.26	3.00	$528.78	(3.00)	0.00	$0.00	($528.78)
644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	EA	$550.00	4.00	$2,200.00	(2.00)	2.00	$1,100.00	($1,100.00)
644-6007	IN SM RD SN SUP&AM TY10BWG (1) SA (U)	EA	$675.00	2.00	$1,350.00	(2.00)	0.00	$0.00	($1,350.00)
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	EA	$350.00	8.00	$2,800.00	(5.00)	3.00	$1,050.00	($1,750.00)
644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	EA	$450.00	19.00	$8,550.00	(10.00)	9.00	$4,050.00	($4,500.00)
644-6076	REMOVE SM RD SN SUP&AM	EA	$70.00	9.00	$630.00	(9.00)	0.00	$0.00	($630.00)
658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	EA	$20.00	60.00	$1,200.00	(23.00)	37.00	$740.00	($460.00)
658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	EA	$15.00	42.00	$630.00	(6.00)	36.00	$540.00	($90.00)
658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	EA	$60.00	20.00	$1,200.00	(13.00)	7.00	$420.00	($780.00)
662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.40	9,545.00	$3,818.00	(4,802.00)	4,743.00	$1,897.20	($1,920.80)
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	$8.25	85.00	$701.25	(54.00)	31.00	$255.75	($445.50)
662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	$0.40	13,471.00	$5,388.40	(6,569.00)	6,902.00	$2,760.80	($2,627.60)
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	$5.00	418.00	$2,090.00	(202.00)	216.00	$1,080.00	($1,010.00)
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.00	1,688.00	$1,688.00	(1,688.00)	0.00	$0.00	($1,688.00)
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	$1.00	2,018.00	$2,018.00	(2,018.00)	0.00	$0.00	($2,018.00)
666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	$0.90	1,959.00	$1,763.10	(1,418.00)	541.00	$486.90	($1,276.20)
666-6042	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	LF	$3.50	160.00	$560.00	(160.00)	0.00	$0.00	($560.00)
The "Totals" from Table B of the previous work sheet:					$4,038,624.16			$3,650,623.05	($388,001.11)
TOTALS					$5,111,330.99			$4,524,945.67	($586,385.32)

WILLIAMSON COUNTY, TEXAS

Project # ***SE LOOP S1 P1***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	$5.50	168.00	$924.00	(116.00)	52.00	$286.00	($638.00)
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$90.00	27.00	$2,430.00	(14.00)	13.00	$1,170.00	($1,260.00)
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	$110.00	17.00	$1,870.00	(12.00)	5.00	$550.00	($1,320.00)
666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	$3.50	877.00	$3,069.50	(580.00)	297.00	$1,039.50	($2,030.00)
666-6156	REFL PAV MRK TY I (Y) (MED NOSE) (100MIL)	EA	$175.00	3.00	$525.00	(1.00)	2.00	$350.00	($175.00)
666-6167	REFL PAV MRK TY II (W)4"(BRK)	LF	$0.13	570.00	$74.10	(570.00)	0.00	$0.00	($74.10)
666-6170	REFL PAV MRK TY II (W)4"(SLD)	LF	$0.11	22,616.00	$2,487.76	(6,389.00)	16,227.00	$1,784.97	($702.79)
666-6178	REFL PAV MRK TY II (W)8"(SLD)	LF	$0.30	1,959.00	$587.70	(1,418.00)	541.00	$162.30	($425.40)
666-6180	REFL PAV MRK TY II (W)12"(SLD)	LF	$1.10	160.00	$176.00	(160.00)	0.00	$0.00	($176.00)
666-6182	REFL PAV MRK TY II (W)24"(SLD)	LF	$1.50	168.00	$252.00	(116.00)	52.00	$78.00	($174.00)
666-6184	REFL PAV MRK TY II (W)(ARROW)	EA	$40.00	27.00	$1,080.00	(14.00)	13.00	$520.00	($560.00)
666-6192	REFL PAV MRK TY II (W)(WORD)	EA	$45.00	17.00	$765.00	(12.00)	5.00	$225.00	($540.00)
666-6205	REFL PAV MRK TY II (Y)4"(BRK)	LF	$0.13	3,260.00	$423.80	(140.00)	3,120.00	$405.60	($18.20)
666-6207	REFL PAV MRK TY II (Y)4"(SLD)	LF	$0.11	24,863.00	$2,734.93	(8,512.00)	16,351.00	$1,798.61	($936.32)
666-6212	REFL PAV MRK TY II (Y)12"(SLD)	LF	$1.10	877.00	$964.70	(682.00)	195.00	$214.50	($750.20)
666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	EA	$45.00	3.00	$135.00	(1.00)	2.00	$90.00	($45.00)
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK)(100MIL)	LF	$0.39	570.00	$222.30	(570.00)	0.00	$0.00	($222.30)
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	LF	$0.35	22,616.00	$7,915.60	(6,389.00)	16,227.00	$5,679.45	($2,236.15)
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	LF	$0.39	3,260.00	$1,271.40	(140.00)	3,120.00	$1,216.80	($54.60)
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	LF	$0.35	24,863.00	$8,702.05	(8,512.00)	16,351.00	$5,722.85	($2,979.20)
672-6007	REFL PAV MRKR TY I-C	EA	$4.00	117.00	$468.00	(92.00)	25.00	$100.00	($368.00)
672-6009	REFL PAV MRKR TY II-A-A	EA	$3.00	961.00	$2,883.00	(444.00)	517.00	$1,551.00	($1,332.00)
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.50	14,458.00	$7,229.00	(5,993.00)	8,465.00	$4,232.50	($2,996.50)
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	$3.00	31.00	$93.00	(31.00)	0.00	$0.00	($93.00)
3076-6001	D-GR HMA TY-B PG64-22	TON	$72.00	10,011.00	$720,792.00	(3,114.00)	6,897.00	$496,584.00	($224,208.00)
3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	TON	$120.00	123.00	$14,760.00	(66.00)	57.00	$6,840.00	($7,920.00)
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$90.00	5,769.00	$519,210.00	(1,705.00)	4,064.00	$365,760.00	($153,450.00)
3076-6066	TACK COAT	GAL	$2.50	2,861.00	$7,152.50	(433.00)	2,428.00	$6,070.00	($1,082.50)
5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	$1.78	33,808.00	$60,178.24	(2,672.00)	31,136.00	$55,422.08	($4,756.16)
6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$2,151.59	2.00	$4,303.18	(2.00)	0.00	$0.00	($4,303.18)
6049-6001	LONG CHANNEL MOUNT CURB SYS (INSTALL)	LF	$85.00	125.00	$10,625.00	(125.00)	0.00	$0.00	($10,625.00)
6049-6003	LONG CHANNEL MOUNT CURB SYS (REMOVE)	LF	$25.00	125.00	$3,125.00	(125.00)	0.00	$0.00	($3,125.00)
The "Totals" from Table B of the previous work sheet:					$5,111,330.99			$4,524,945.67	($586,385.32)
TOTALS					$6,498,760.75			$5,482,798.83	($1,015,961.92)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

SE Loop Seg 1 Ph 1
Williamson County Project No. T3346

Change Order No. 6

Reason for Change

Due to the existing utility conflicts impeding the remaining construction of this project, this Change Order will remove all remaining work contained in Phases 2 through 4 from the project.

This Change Order results in a net decrease of $1,015,961.92 to the Contract amount, for an adjusted Contract total of $12,160,165.73. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $633,376.64 has been added from the Contract, resulting in a 5.49% net increase in the Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

101 E. Old Settlers Blvd.
Suite 225
Round Rock. TX 78664

hntb.com

Alexander Krejchi
Project Manager
James Construction
5880 West Highway 190
Belton, TX 76513
RE: T3346_SE Loop Ph 1 – Project Limits Adjustments

May 16, 2023

Dear Alex,

This letter confirms Williamson County's decision to modify the limits of construction for the subject project. This change will remove the portions of the work that cannot currently be constructed due to utility conflicts. A change order will be prepared showing the new limits of construction and the quantities of work being removed from the contract. JCG must complete the remaining work within the new limits in accordance with the contract requirements.

Please submit an updated schedule showing the remaining work to be performed and estimated completion date. Should you have any questions, please do not hesitate to call me at (737) 237-3581.

Best regards,

Oscar Salazar-Bueno, P.E
Sr. Resident Engineer
Williamson County Road Bond Program

See plan sheets with comments below.

As discussed in the meeting with JCG and HNTB, the new western limit of the project will be 1129+00 with exception to the remaining drainage items.
-
5/26/2023

cc: Robert B. Daigh, PE, Sr. Director of Infrastructure Williamson County
Russ Boles, Williamson County Commissioner Precinct 4
Christen Eschberger, PE WilCo Road Bond Program Director

100% SUBMITTAL

Revised earthwork qty's, per RFI #16 and Change Order #5.

ROADWAY SUMMARY

PLAN & PROFILE SHEET	100 6002 PREPARING ROW	104 6022 REMOVING CONC (CURB AND GUTTER)	105 6088 REMOVING STAB BASE AND ASPH PAVE (0"-5")	106 6002 OBLITER -ATING ABANDONED ROAD	110 6001 EXCAVATION (ROADWAY)	132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C)	247 6044 FLEX BASE (CMP IN PLC) (TY A GR 4) (FINL POS)	260 6011 LIME TREAT (EXST MATL) (12")	260 6043 LIME (HYD, COM OR QK) (SLURRY)	310 6001 PRIME COAT (MULTI OPTION)	316 6002 AGGR (MULTI OPTION)	316 6413 ASPH (AC-15P, HFRS-2P OR CRS-2P)	351 6002 FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	354 6022 PLANE ASPH CONC PAV (0-3")	432 6001 RIPRAP (CONC) (4 IN)	432 6002 RIPRAP (CONC) (5 IN)	432 6045 RIPRAP (MOW STRIP) (4 IN)	496 6002 REMOV STR (INLET)	496 6003 REMOV STR (MANHOLE)	496 6004 REMOV STR (SET)	496 6007 REMOV STR (PIPE)
	STA	LF	SY	SY	CY	CY	CY	SY	TON	GAL	CY	GAL	SY	SY	CY	CY	CY	EA	EA	EA	LF
EBFR																					
1 OF 19	2.5	234			67	128	134	461	12	92	4	163	285*	1,533						2	28
2 OF 19	5.5				749	161	371	1,272	34	254	10	460	335*	979						4	39
3 OF 19	5.5				365	79	70	239	6	48	2	82	267*	541							
4 OF 19	5.5				92	58					1	49	252*	241							
5 OF 19	5.5		421	421	836	1,089					23	1,015									47
6 OF 19	5.5		2,004	2,004	1,205	1,248	612	2,090	56	396	23	946							1		137
7 OF 19	5.5				2125	190	883	2,747	74	513	23	928				10	6				
8 OF 19	5.5				9213	547	884	2,750	74	513	23	929				22	10				
9 OF 19	5.5				87	10795	882	2,745	74	512	23	927					14				
10 OF 19	5.5				2243	1547	884	2,750	74	513	23	929					11				
11 OF 19	5.5				1048	904	854	2,649	72	471	22	876					6				
12 OF 19	5.5				2792	122	833	2,577	70	442	21	839									
13 OF 19	5.5				4728	69	833	2,577	70	442	21	839									
14 OF 19	5.5				1259	8386	689	2,127	57	365	18	693			0.25		23				
15 OF 19	5.5														0.25		1				
16 OF 19	5.5				994	16843	1,000	3,156	85	631	26	1,060					17				
17 OF 19	5.5				2290	2448	829	2,564	69	513	21	835					17				
18 OF 19	5.5				142	12597	465	1,447	39	289	12	471			0.50		19				
19 OF 19	0.8				119	54	116	399	11	80	3	135									
EBFR TOTALS	**96.8**	**234**	**2,425**	**2,425**	**30,354**	**57,265**	**10,339**	**32,550**	**877**	**6,074**	**299**	**12,176**	**1,139**	**3,294**	**1.00**	**32**	**124**	**0**	**1**	**6**	**251**

Qty's carry over to next sheet. (2)

*351 6002 & 3076 6038 (LEVEL-UP) TO BE USED AS DIRECTED BY THE ENGINEER

ROADWAY SUMMARY

PLAN & PROFILE SHEET	512 6001 PORT CTB (FUR & INST) (SGL SLOPE) (TY 1)	529 6008 CONC CURB & GUTTER (TY II)	529 6038 CONC CURB (RIBBON)	530 6005 DRIVEWAYS (ACP)	531 6002 CONC SIDEWALKS (5")	531 6010 CURB RAMPS (TY 7)	540 6001 MTL W-BEAM GD FEN (TIM POST)	540 6006 MTL BEAM GD FEN TRANS (THRIE-BEAM)	540 6016 DOWNSTREAM ANCHOR TERMINAL SECTION	544 6001 GUARD RAIL END TREATMENT (INSTALL)	560 6001 MAILBOX INSTALL-S (TWG-POST) TY 1	3076 6001 D-GR HMA TY-B PG64-22	3076 6038 D-GR HMA TY-D PG64-22 (LEVEL-UP)	3076 6042 D-GR HMA TY-D SAC-B PG70-22	3076 6066 TACK COAT	5001 6002 GEOGRID BASE REINFORCE-MENT (TY II)	6049 6001 LONG CHANNEL MOUNT CURB SYS (INSTALL)	6049 6003 LONG CHANNEL MOUNT CURB SYS (REMOVE)
	LF	LF	LF	SY	SY	EA	LF	EA	EA	EA	EA	TON	TON	TON	GAL	SY	LF	LF
EBFR																		
1 OF 19												86	15	467	32	461	125	125
2 OF 19				113							3	244	19	47	92	1,272		
3 OF 19				68								43	16	411	15	239		
4 OF 19												113	16	378	10			
5 OF 19												2,328		307	214			
6 OF 19		318			18	2						928		286	199	2,090		
7 OF 19		550			612		225		1			491		281	195	2,747		
8 OF 19		515			520	2	25	1	1	1		492		281	196	2,750		
9 OF 19		1,073			612							491		281	195	2,745		
10 OF 19		972 (1)			612	2	25	1		1		492		281	196	2,750		
11 OF 19		1,103			610	(1)						464		265	184	2,649		
12 OF 19		1,104			610							444		254	177	2,577		
13 OF 19		1,104			610							444		254	177	2,577		
14 OF 19		912			535		100	3		3		367		210	146	2,127		
15 OF 19																		
16 OF 19	450	1,056			631		100	3		3		561		321	223	3,156		
17 OF 19		1,099			626		25	1		1		442		253	176	2,564		
18 OF 19		620			390		150	4		4		250		143	99	1,447		
19 OF 19		102	94		90							70		40	28	399		
EBFR TOTALS	**450**	**10,528** (1)	**94**	**181**	**6476**	**6** (1)	**650**	**13**	**2**	**13**	**3**	**8,750**	**66**	**4,760**	**2,554**	**32,550**	**125**	**125**

NO.	REVISION	BY	DATE
2	UPDATED EARTHWORK QUANTITIES	DK	3/2022
1	SOUTHGATE/STAR RANCH/COVER BDG	DK	6/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1
SUMMARY OF ROADWAY

SHEET 1 OF 2

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		15

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100% SUBMITTAL

Qty's from previous sheet.
30,354 & 57,265

ROADWAY SUMMARY

PLAN & PROFILE SHEET	100 6002 PREPARING ROW (STA)	104 6022 REMOVING CONC (CURB AND GUTTER) (LF)	105 6088 REMOVING STAB BASE AND ASPH PAVE (0"-5") (SY)	106 6002 OBLITER -ATING ABANDONED ROAD (SY)	110 6001 EXCAVATION (ROADWAY) (CY)	132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)	247 6044 FLEX BASE (CMP IN PLC) (TY A GR 4) (FINL POS) (CY)	260 6011 LIME TREAT (EXST MATL) (12") (SY)	260 6043 LIME (HYD, COM OR QK) (SLURRY) (TON)	310 6001 PRIME COAT (MULTI OPTION) (GAL)	316 6002 AGGR (MULTI OPTION) (CY)	316 6413 ASPH (AC-15P, HFRS-2P OR CRS-2P) (GAL)	351 6002 FLEXIBLE PAVEMENT STRUCTURE REPAIR (6") (SY)	354 6022 PLANE ASPH CONC PAV (0-3") (SY)	432 6001 RIPRAP (CONC) (4 IN) (CY)	432 6002 RIPRAP (CONC) (5 IN) (CY)	432 6045 RIPRAP (MOW STRIP) (4 IN) (CY)	496 6002 REMOV STR (INLET) (EA)	496 6003 REMOV STR (MANHOLE) (EA)	496 6004 REMOV STR (SET) (EA)	496 6007 REMOV STR (PIPE) (LF)
STAR_1																						
1 OF 1					1670	38	671	1,725	41	345	14	656										
STAR_2																						
1 OF 1					643	3	315	810	19	162	7	308										
CR 137																						
1 OF 3	1.9				33	5	40	138	4	28	1	45	66 *	219								
2 OF 3	5.5				303	71	231	791	21	158	6	281	195 *									
3 OF 3	3.6				156	14	96	329	9	66	2	110	128 *	216								
DANA DRIVE																						
1 OF 1		491			971								1					2			31	
OLD CR 138																						
1 OF 1					719	69	757	1,947	46	389	16	740										
CHURCH																						
1 OF 1					250	250	302	1,036	28	207	9	394				4						
SOUTHGATE																						
1 OF 2					299	294	206				2	30										
2 OF 2					88	135	215															
SIDE TOTALS	**11.0**	**491**			**5,132**	**879**	**2,833**	**6,776**	**168**	**1,355**	**57**	**2,564**	**389** *	**435**	**0.00**	**4**		**2**			**31**	
PROJECT TOTALS	**107.8**	**725**	**2,425**	**2,425**	**35,486**	**58,144**	~~13,172~~ 11,455.0	~~39,326~~ 36,377.0	~~1,045~~ 980.0	~~7,429~~ 6,840.0	~~356~~ 336.0	~~14,740~~ 13,756.0	**1,528** *	**3,729**	**1.00**	~~36~~ 352.0	**124**	**2**	**1**	**6**	**282**	1

2

Totals including previous sheet.

2

ROADWAY SUMMARY

PLAN & PROFILE SHEET	512 6001 PORT CTB (FUR & INST) (SGL SLOPE) (TY 1) (LF)	529 6008 CONC CURB & GUTTER (TY II) (LF)	529 6038 CONC CURB (RIBBON) (LF)	530 6005 DRIVEWAYS (ACP) (SY)	531 6002 CONC SIDEWALKS (5") (SY)	531 6010 CURB RAMPS (TY 7) (EA)	540 6001 MTL W-BEAM GD FEN (TIM POST) (LF)	540 6006 MTL BEAM GD FEN TRANS (THRIE-BEAM) (EA)	540 6016 DOWNSTREAM ANCHOR TERMINAL SECTION (EA)	544 6001 GUARD RAIL END TREATMENT (INSTALL) (EA)	560 6001 MAILBOX INSTALL-S (TWG-POST) TY 1 (EA)	3076 6001 D-GR HMA TY-B PG64-22 (TON)	3076 6038 D-GR HMA TY-D PG64-22 (LEVEL-UP) (TON)	3076 6042 D-GR HMA TY-D SAC-B PG70-22 (TON)	3076 6066 TACK COAT (GAL)	5001 6002 GEOGRID BASE REINFORCE-MENT (TY II) (SY)	6049 6001 LONG CHANNEL MOUNT CURB SYS (INSTALL) (LF)	6049 6003 LONG CHANNEL MOUNT CURB SYS (REMOVE) (LF)
STAR_1																			
1 OF 1			943									279		160	111				1
STAR_2																			
1 OF 1			456									132		76	53				
CR 137																			
1 OF 3												24		98	8	138			
2 OF 3												149	57	381	55	791			
3 OF 3												58		206	20	329			
DANA DRIVE																			
1 OF 1												588		72	50				
OLD CR 138																			
1 OF 1		0	417	81								369		211	147				1
CHURCH																			
1 OF 1		251	329									251		143	159	1,496			
SOUTHGATE																			
1 OF 2			99																
2 OF 2																			1
SIDE TOTALS		**251**	**2,244**	**81**								**1,850**	**57**	**1,347**	**602**	**2,754**			
PROJECT TOTALS	~~450~~ 810.0	~~10,779~~ 10,907.0	~~2,338~~ 516.0	**262**	**6,476**	~~6~~ 4	**650**	**13**	**2**	**13**	**3**	~~10,600~~ 10,011	**123**	~~6,107~~ 5,769.0	~~3,156~~ 2,861.0	~~35,304~~ 33,808	**125**	**125**	

Revised earthwork qty's, per RFI #16 and Change Order #5.

351 6002 & 3076 6038 (LEVEL-UP) TO BE USED AS DIRECTED BY THE ENGINEER

NO.	REVISION	BY	DATE
2	UPDATED EARTHWORK QUANTITIES	DK	3/2022
1	SOUTHGATE/STAR RANCH/COVER BDG	DK	6/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1

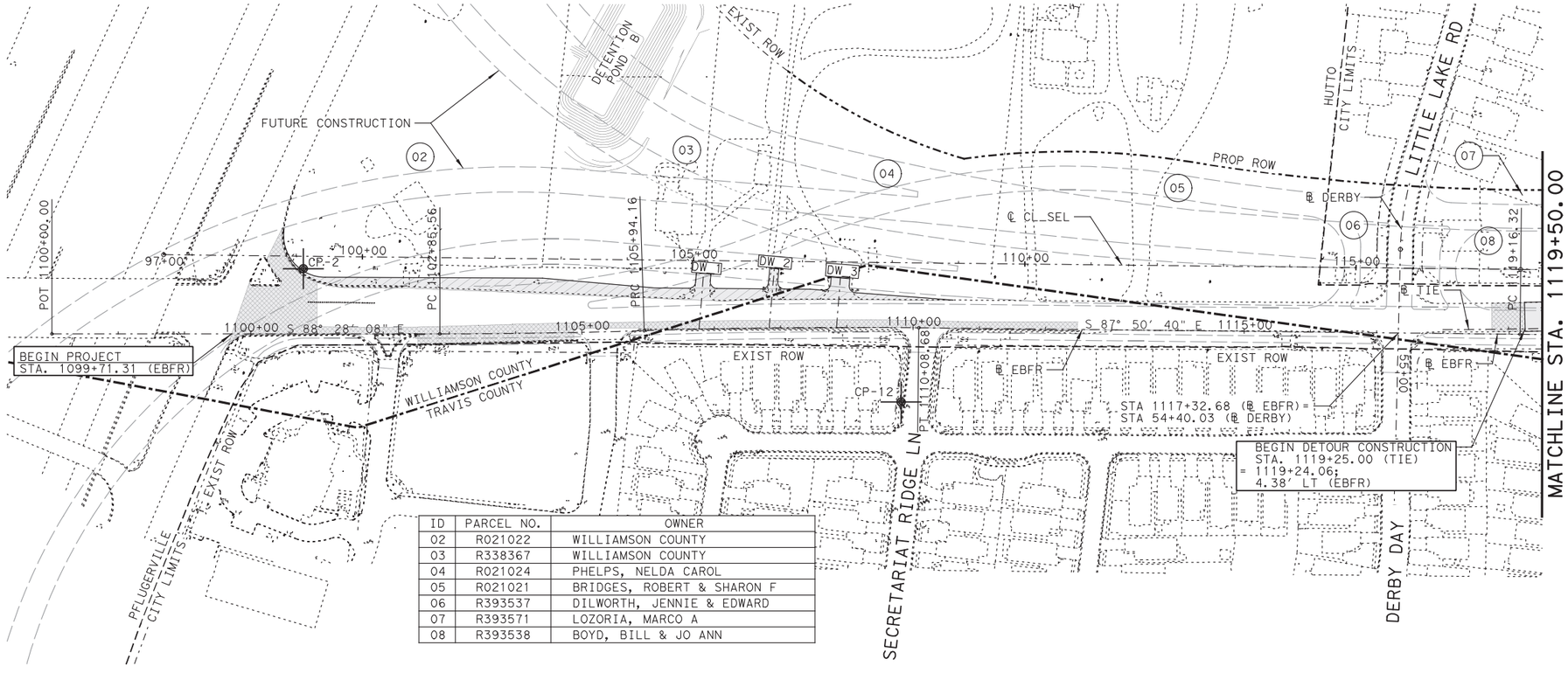
SUMMARY OF ROADWAY

SHEET 2 OF 2

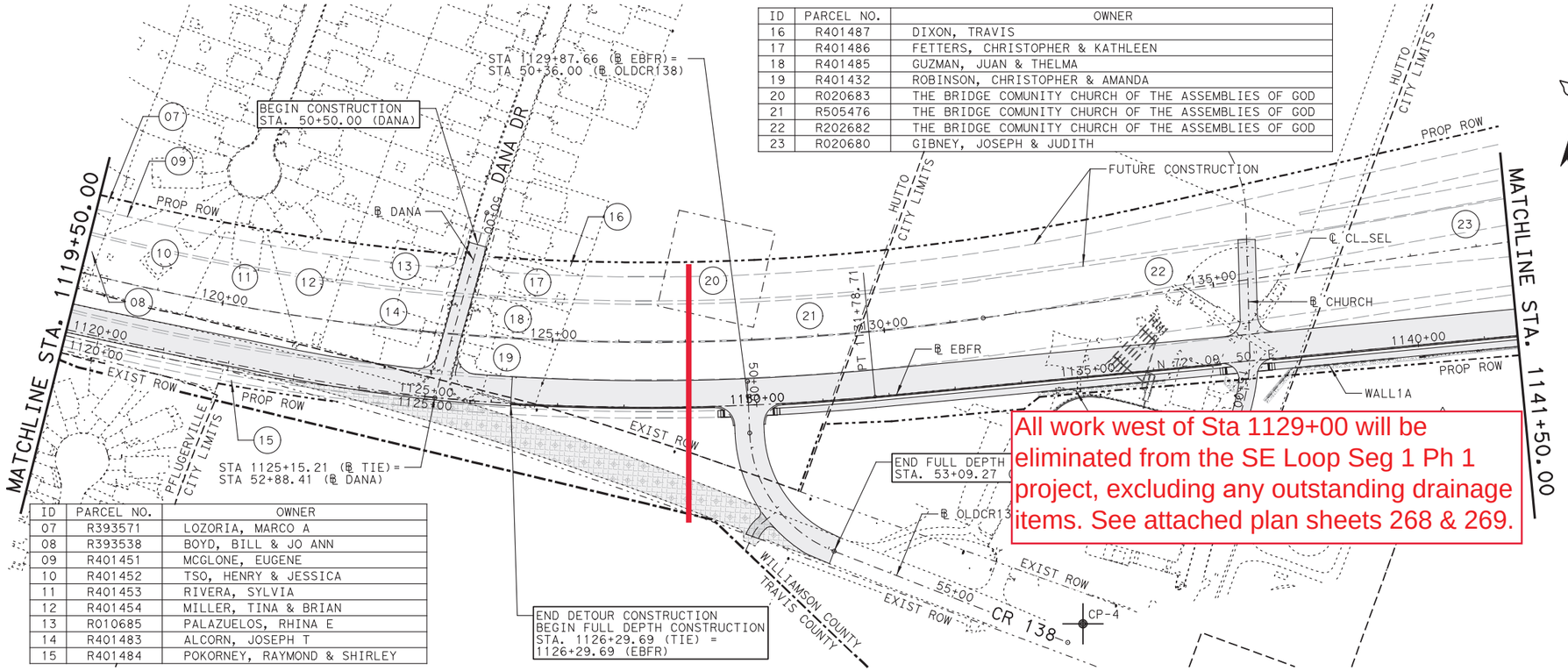
DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		15A

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100% SUBMITTAL



ID	PARCEL NO.	OWNER
02	R021022	WILLIAMSON COUNTY
03	R338367	WILLIAMSON COUNTY
04	R021024	PHELPS, NELDA CAROL
05	R021021	BRIDGES, ROBERT & SHARON F
06	R393537	DILWORTH, JENNIE & EDWARD
07	R393571	LOZORIA, MARCO A
08	R393538	BOYD, BILL & JO ANN



ID	PARCEL NO.	OWNER
16	R401487	DIXON, TRAVIS
17	R401486	FETTERS, CHRISTOPHER & KATHLEEN
18	R401485	GUZMAN, JUAN & THELMA
19	R401432	ROBINSON, CHRISTOPHER & AMANDA
20	R020683	THE BRIDGE COMUNITY CHURCH OF THE ASSEMBLIES OF GOD
21	R505476	THE BRIDGE COMUNITY CHURCH OF THE ASSEMBLIES OF GOD
22	R202682	THE BRIDGE COMUNITY CHURCH OF THE ASSEMBLIES OF GOD
23	R020680	GIBNEY, JOSEPH & JUDITH

ID	PARCEL NO.	OWNER
07	R393571	LOZORIA, MARCO A
08	R393538	BOYD, BILL & JO ANN
09	R401451	MCGLONE, EUGENE
10	R401452	TSO, HENRY & JESSICA
11	R401453	RIVERA, SYLVIA
12	R401454	MILLER, TINA & BRIAN
13	R010685	PALAZUELOS, RHINA E
14	R401483	ALCORN, JOSEPH T
15	R401484	POKORNEY, RAYMOND & SHIRLEY

0 100 200
SCALE: 1" = 200'

LEGEND

- PLANE ASPH SURF (0-3")
- WIDENING
- REMOVE
- PROPOSED CONSTRUCTION
- CP-2 SURVEY CONTROL POINT (SEE NOTE 1)

NOTES:

1. REFER TO SURVEY CONTROL DATA SHEETS FOR PROJECT CONTROL POINT LOCATIONS AND H/V CONTROL REFERENCE.
2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR MORE INFORMATION.
3. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LAYOUTS, AND ELSEWHERE IN THE PLANS, ARE APPROXIMATE AND ARE BASED ON OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.

All work west of Sta 1129+00 will be eliminated from the SE Loop Seg 1 Ph 1 project, excluding any outstanding drainage items. See attached plan sheets 268 & 269.

NO.	REVISION	BY	DATE
1	ADDENDUM NO. 2	DK	3/2021

STATE OF TEXAS
DAVID W. KRIZAN
66414
REGISTERED PROFESSIONAL ENGINEER
3/15/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1 PROJECT LAYOUT

SHEET 1 OF 3

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		3

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100% SUBMITTAL

0 25 50
SCALE: 1" = 50'

ROAD WORK AHEAD
CW20-1D
48x48

OVERHEAD ELECTRIC
(TO BE INSTALLED BY OTHERS)

12" EROSION CONTROL LOG

16" WATER LINE
(TO BE INSTALLED BY OTHERS)

END ROAD WORK
G20-2
48x24

ACCESS TO COVERED BRIDGE COMMUNITY DRIVEWAY SHALL BE KEPT OPEN AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT.

All work west of Sta 1129+00 will be eliminated. Phase 1A is to be completed up to the new end limit. All other phases will be eliminated from the project.

SEDIMENT CONTROL FENCE

OVERHEAD ELECTRIC
(TO BE INSTALLED BY OTHERS)

SRB (CL 2)(TY E)

12" EROSION CONTROL LOG

DANA DR

MATCHLINE STA. 1125+00.00

MATCHLINE STA. 1130+50.00

EBFR

EXIST ROW

DRUMS @ 80' SPACING (TYP)

TOPSOIL AND SEEDING

SEDIMENT CONTROL FENCE

CONSTRUCTION EXIT (TY 1)
(SEE NOTE 2)

12" EROSION CONTROL LOG

TEMPORARY EROSION CONTROL LEGEND

- EROSION CONTROL LOG (12") THIS PHASE
- SCF — SEDIMENT CONTROL FENCE THIS PHASE
- RFD2 — ROCK FILTER DAM TYPE 2 THIS PHASE
- RFD3 — ROCK FILTER DAM TYPE 3 THIS PHASE
- EROSION CONTROL LOG (12") PREVIOUS PHASE
- SCF — SEDIMENT CONTROL FENCE PREVIOUS PHASE
- RFD2 — ROCK FILTER DAM TYPE 2 PREVIOUS PHASE
- RFD3 — ROCK FILTER DAM TYPE 3 PREVIOUS PHASE
- TOPSOIL AND SEEDING
- CONSTRUCTION EXIT (TY 1)
- SOIL RETENTION BLANKET (SRB) (TY 1) (CL A)
- SOIL RETENTION BLANKET (SRB) (TY 2) (CL E)
- DITCH FLOW

NOTES:

1. SEDIMENT CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES.
2. CONSTRUCTION EXITS SHALL BE FIELD LOCATED AS NEEDED OR AS DIRECTED BY THE ENGINEER.
4. ALL PERIMETER SEDIMENT CONTROLS AND INLET PROTECTION SHALL REMAIN UNTIL END OF CONSTRUCTION.
5. ALL SRB LIMITS INCLUDE TOPSOIL, FERTILIZER SEEDING AND VEGETATIVE WATERING.
6. TOPSOIL AND SEEDING LIMITS SHOWN ARE INTENDED FOR THE PERMANENT CONDITION. TEMPORARY SEEDING LIMITS WILL VARY BASED ON FIELD CONDITIONS.
7. ALL RIPRAP SHALL BE PERMANENT AND INSTALLED ACCORDING TO THE FINAL GRADES.
8. WITH APPROVAL FROM THE ENGINEER, TEMPORARY EROSION CONTROL MEASURES MAY BE ADJUSTED SLIGHTLY AS NEEDED TO MEET FIELD CONDITIONS.
9. ROCK FILTER DAMS @ 20'-0" UNLESS NOTED OTHERWISE.

WRK ZN STRIPING LEGEND

SYMBOL	ITEM DESCRIPTION	UNIT
A	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF
B	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF
C	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF
D	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF
E	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA
F	ELIM EXT PAV MRK & MRKS (4")	LF
G	ELIM EXT PAV MRK & MRKS (8")	LF
H	ELIM EXT PAV MRK & MRKS (24")	LF

TCP LEGEND

- PAVEMENT CONSTRUCTION THIS PHASE
- BRIDGE CONSTRUCTION THIS PHASE
- TEMPORARY PAVEMENT THIS PHASE
- CONSTRUCTION PREVIOUS PHASE
- CONSTRUCTION WARNING SIGN
- TYPE III BARRICADE
- CONSTRUCTION WARNING SIGN PREVIOUS PHASE
- STRIPING PREVIOUS PHASE
- DIRECTION OF TRAFFIC FLOW

NO.	REVISION	BY	DATE
1	ADDENDUM NO. 2	RP	3/2021

STATE OF TEXAS
RICK N. PEGGAR
135080
LICENSED PROFESSIONAL ENGINEER
3/15/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1 TRAFFIC CONTROL PLAN PHASE 1A

SHEET 6 OF 21

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		34

pw://rtg-pw.bentley.com:rtg-pw/Documents/8760201/CADD/Plan Sheets/TCP/Phase 1/SELSIP1-TCP-PLAN-PHS1-06.dgn
3/15/2021
10:05

100% SUBMITTAL

FROM STA 1119+25 TO STA 1126+29.69, CONTROL ALIGNMENT IS 'TIE'. ALIGNMENT 'TIE' TRANSITIONS FROM EXISTING PAVEMENT (MILL/OVERLAY) TO PROPOSED EBFR.

All work west of Sta 1129+00 will be eliminated from the project.

JCG will place the Type D HMAC for the DNT Driveway (northern CR 138 turnaround), and everything east along SE Loop. The final lift of HMAC for CR 138 turnaround (south of EBFR) will be eliminated.

RFI#48. 1/30/23

DANA DR
℄ DANA
REMOVE STR (PIPE) (137 LF)
RADIUS POINT STA 1125+73.19; 70.00' LT (TIE)
℄ CL_SEL
STA 1125+
℄ TIE
TIE2
MATCHLINE STA. 1125+00
REMOVE STR (MANHOLE) (1 EA)
STA 1125+15.21 (TIE) = STA 52+88.41 (DANA)
EXISTING PAVEMENT TO BE REMOVED
WILLIAMSON COUNTY
TRAVIS COUNTY
EXIST ROW
CURB AND GUTTER (TY II) 307 LF
BEGIN CURB AND GUTTER (TY II) STA 1129+29.69; 0.00' RT (EBFR)
EBFR3
HUTTO CITY LIMITS
℄ OLDCR138
CURB AND GUTTER (TY II) 11 LF
END CONC CURB (RIBBON) BEGIN CURB AND GUTTER (TY II) STA 1130+39.23; 1.50' RT (EBFR)
TYPE 7 PED. RAMP
STA 1129+87.66 (EBFR) = STA 50+36.00 (OLDCR138)
EXISTING COVERED BRIDGE ACCESS
EBFR
END CURB AND GUTTER (TY II) BEGIN CONC CURB (RIBBON) STA 1129+36.15; 1.50' RT (EBFR)
RADIUS POINT STA 1129+36.09; 30.00' RT (EBFR)
TYPE 7 PED. RAMP
BEGIN SHARED USE PATH STA 1130+14.86; 16.50' RT (EBFR)
RADIUS POINT STA 1130+39.23; 30.00' RT (EBFR)
SHARED USE PATH (CONC SIDEWALKS) 18 SY
℄ OLDCR138
CR 138
MATCHLINE STA. 1130+50

0 25 50
SCALE: 1" = 50' (H)
SCALE: 1" = 10' (V)

LEGEND

- EXISTING ROW
- PROPOSED ROW
- CONSTRUCTION LIMITS
- RETAINING WALL
- PROPOSED DRAINAGE
- EXISTING PLANIMETRICS
- EXISTING UTILITIES
- XXXX-# ALIGNMENT CURVE NAME
- XXXX MISCELLANEOUS CURVE DATA
- DWN6 DRIVEWAY NUMBER
- PROPOSED CONSTRUCTION
- PLANE ASPH SURF (0-3")
- PROPOSED WIDENING
- RIPRAP/MOW STRIP

NOTES:

1. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. REFER TO DRAINAGE PLANS FOR ADDITIONAL INFO.
3. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
4. REFER TO TABLE OF CROSS SLOPE SHEETS FOR CROSS SLOPES AND ADDITIONAL INFO.
5. SAWCUT SET AT EXISTING LIP OF GUTTER OR 1' OFFSET FROM EXISTING EDGE OF PAVEMENT, WHICHEVER IS GREATER. PAYMENT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
6. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

NO.	REVISION	BY	DATE
1	ADDED COVERED BRIDGE ACCESS	DK	6/2021

STATE OF TEXAS
DAVID W. KRIZAN
66414
REGISTERED PROFESSIONAL ENGINEER
9/3/2021

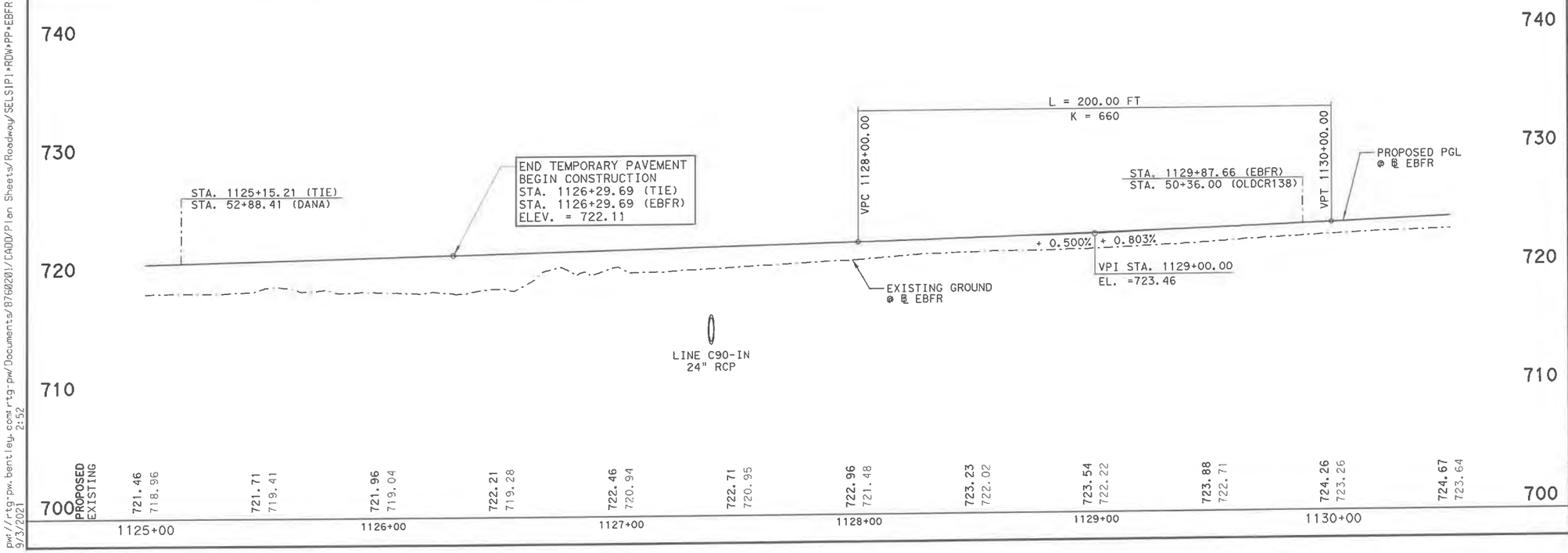
WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1
PLAN & PROFILE
FRONTAGE ROAD
EASTBOUND
STA. 1125+00-STA. 1130+50

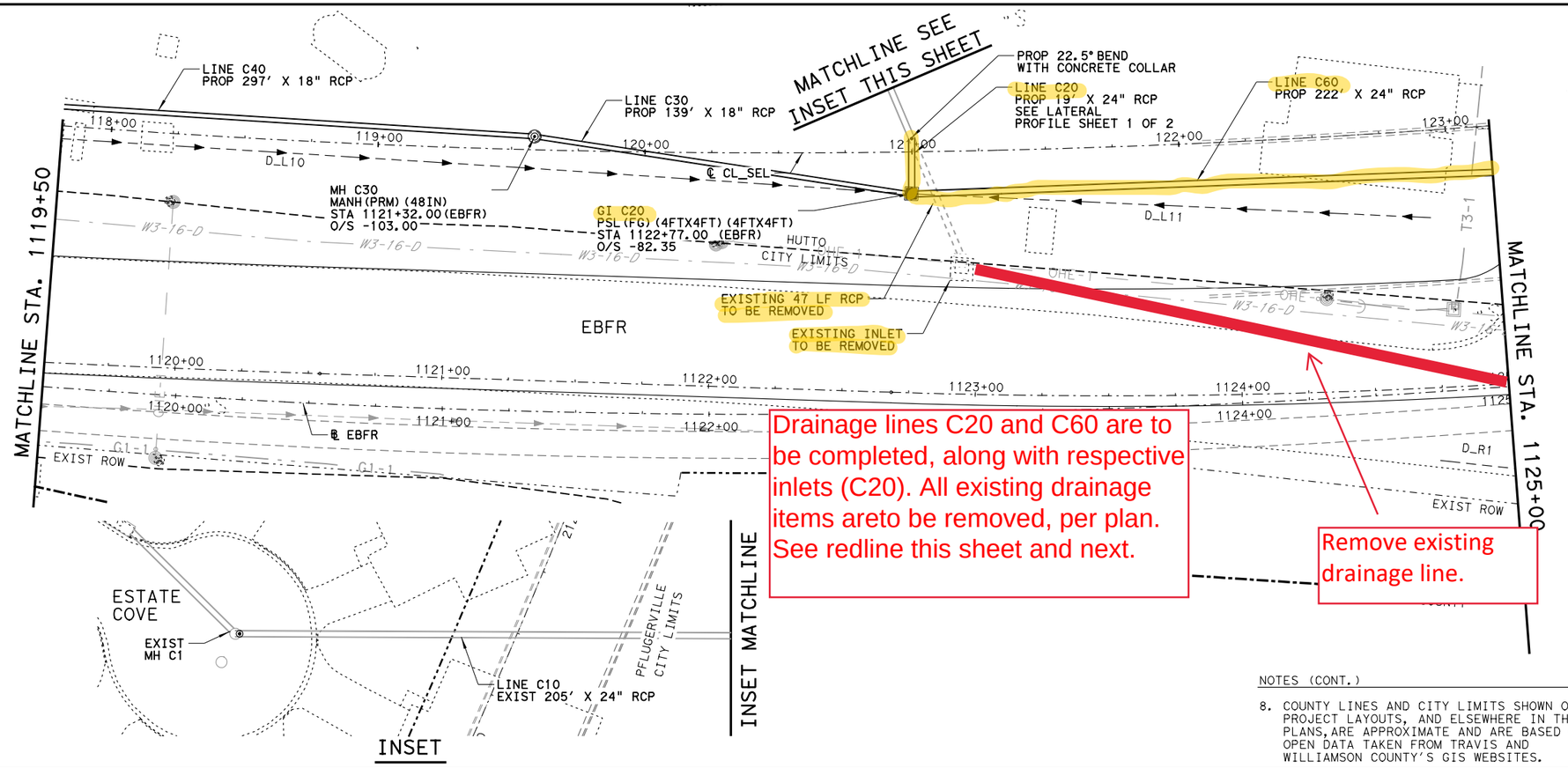
SHEET 6 OF 19

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		143



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9/3/2021 2:52

100% SUBMITTAL



0 25 50
SCALE: 1" = 50' (H)
SCALE: 1" = 10' (V)

LEGEND

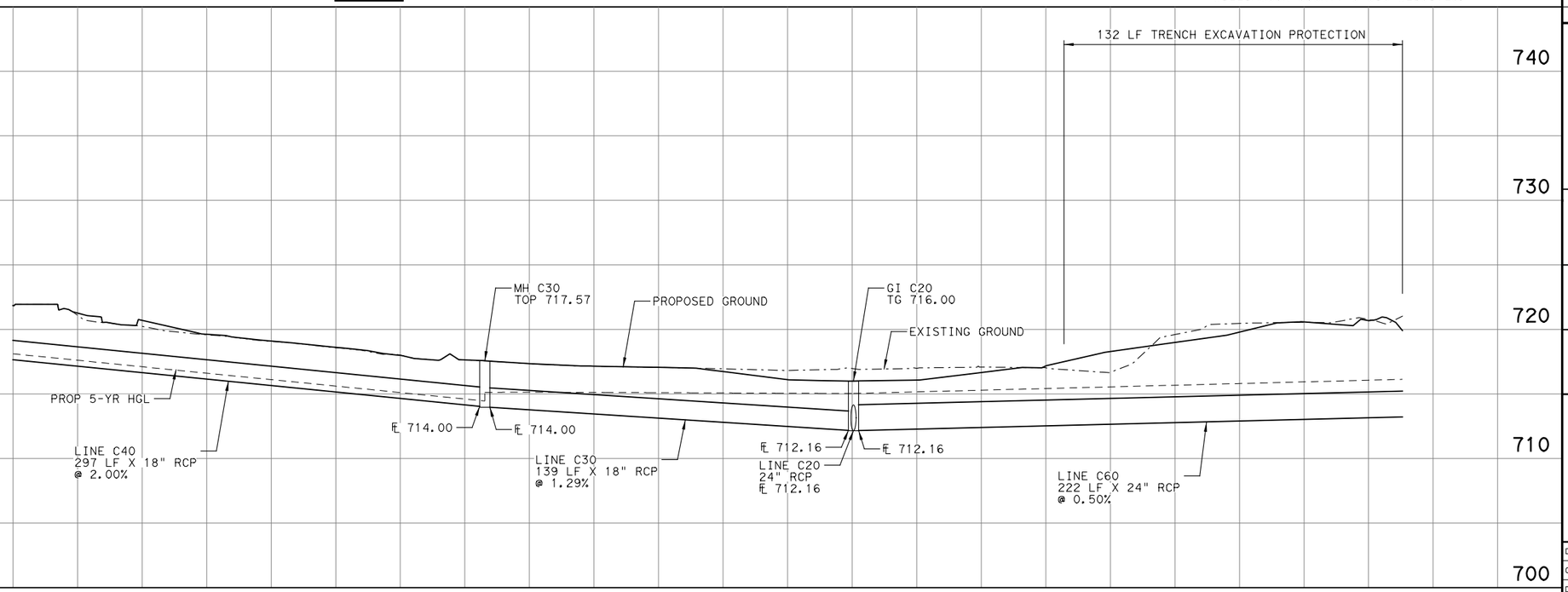
- D_XX_XX — DITCH FLOWLINE & ID
- PROP STORM SEWER
- CURB INLET (TY PCO)
- CURB & GRATE INLET (TY PCU)
- AREA ZONE DRAIN (TY PAZD)
- DROP INLET (TY PSL FG)
- BARRIER DRAIN (TY PMBD)
- GRATE INLET (TY PSL SFG)
- OVERPASS DRAIN (TY POD)
- MANHOLE (TY PRM)
- MANHOLE (TY PSL RC)
- DECK DRAIN
- SAFETY END TREATMENT
- FLUME (CRR)
- RIPRAP (CONC)
- RIPRAP (STONE)
- GABIONS

NOTES

1. UTILITIES INFORMATION PROVIDED BY OTHERS. ALL UTILITIES MUST BE FIELD VERIFIED BEFORE CONSTRUCTION.
2. GUTTER ELEVATION IS THEORETICAL. ACTUAL GUTTER IS DEPRESSED AT INLETS.
3. OFFSET IS TO LG FOR CURB INLETS, CENTER OF GRATE FOR GRATE INLETS, WORKING POINT FOR SETs.
4. TG=TOP OF GRATE, LG=LIP OF GUTTER, TOP=TOP OF MH, FLM=FLUME GRATE.
5. ALL GRATE INLETS SHALL USE EXTRA OPEN AREA GRATES.
6. DITCHES TO BE CONSTRUCTED BASED ON CROSS-SECTIONS.
7. IN LOCATIONS WHERE DITCHES ARE NOT SHOWN IN THE CROSS-SECTIONS, SUPPLEMENTAL INFORMATION HAS BEEN PROVIDED IN PLAN VIEW. SEE THE DITCH HYDRAULIC DATA TABLE FOR DITCH GEOMETRY.

NOTES (CONT.)

8. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LAYOUTS, AND ELSEWHERE IN THE PLANS, ARE APPROXIMATE AND ARE BASED ON OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.



NO.	REVISION	BY	DATE

Craig L. Hebbe, P.E.
STATE OF TEXAS
CRAIG L. HEBBE
94722
LICENSED
PROFESSIONAL ENGINEER
02/22/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

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
TBPE Firm Number 6535
www.kfriese.com

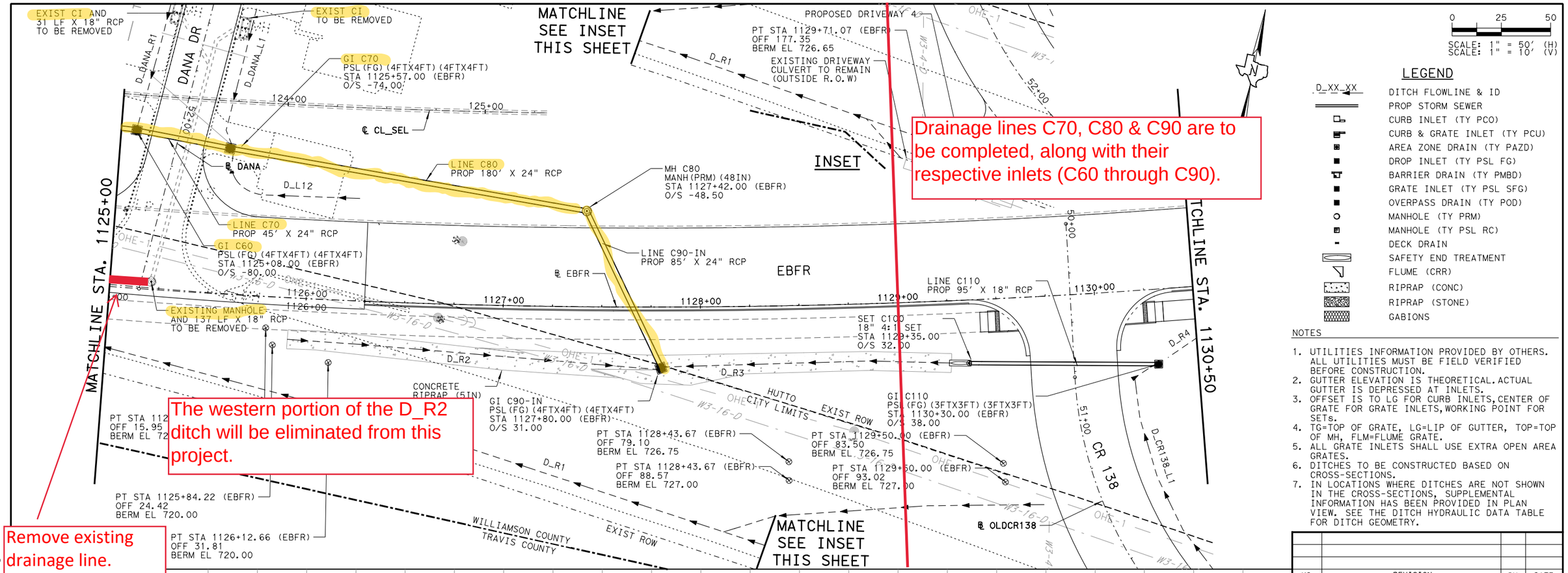
SE LOOP SEGMENT 1 PHASE 1
PLAN & PROFILE
STORM SEWER
EBFR
STA 1119+50 TO STA 1125+00

SHEET 5 OF 19

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		268

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100% SUBMITTAL

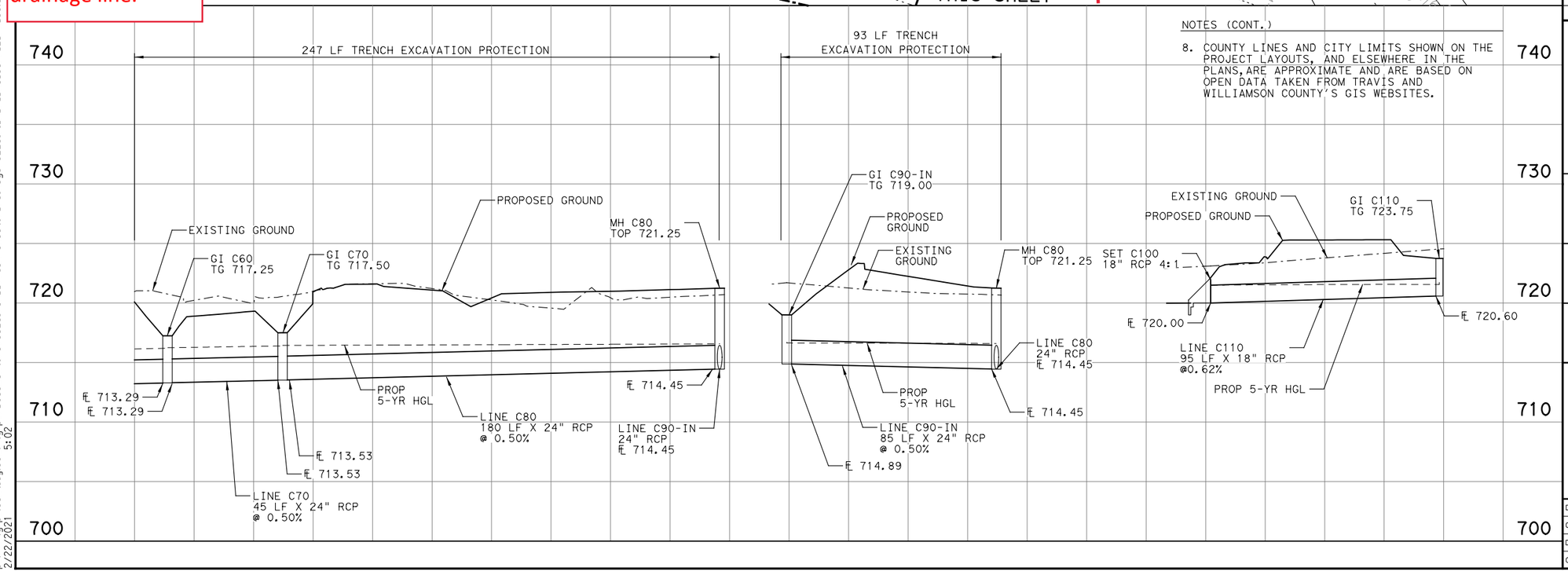


LEGEND

- D_XX_XX — DITCH FLOWLINE & ID
- PROP STORM SEWER
- CURB INLET (TY PCO)
- CURB & GRATE INLET (TY PCU)
- AREA ZONE DRAIN (TY PAZD)
- DROP INLET (TY PSL FG)
- BARRIER DRAIN (TY PMBD)
- GRATE INLET (TY PSL SFG)
- OVERPASS DRAIN (TY POD)
- MANHOLE (TY PRM)
- MANHOLE (TY PSL RC)
- DECK DRAIN
- SAFETY END TREATMENT
- FLUME (CRR)
- RIPRAP (CONC)
- RIPRAP (STONE)
- GABIONS

NOTES

1. UTILITIES INFORMATION PROVIDED BY OTHERS. ALL UTILITIES MUST BE FIELD VERIFIED BEFORE CONSTRUCTION.
2. GUTTER ELEVATION IS THEORETICAL. ACTUAL GUTTER IS DEPRESSED AT INLETS.
3. OFFSET IS TO LG FOR CURB INLETS, CENTER OF GRATE FOR GRATE INLETS, WORKING POINT FOR SETs.
4. TG=TOP OF GRATE, LG=LIP OF GUTTER, TOP=TOP OF MH, FLM=FLUME GRATE.
5. ALL GRATE INLETS SHALL USE EXTRA OPEN AREA GRATES.
6. DITCHES TO BE CONSTRUCTED BASED ON CROSS-SECTIONS.
7. IN LOCATIONS WHERE DITCHES ARE NOT SHOWN IN THE CROSS-SECTIONS, SUPPLEMENTAL INFORMATION HAS BEEN PROVIDED IN PLAN VIEW. SEE THE DITCH HYDRAULIC DATA TABLE FOR DITCH GEOMETRY.



NOTES (CONT.)

8. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LAYOUTS, AND ELSEWHERE IN THE PLANS, ARE APPROXIMATE AND ARE BASED ON OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.

NO.	REVISION	BY	DATE

Craig L. Hebbe, P.E.
STATE OF TEXAS
CRAIG L. HEBBE
94722
LICENSED PROFESSIONAL ENGINEER
02/22/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

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
TBPE Firm Number 6535
www.kfriese.com

SE LOOP SEGMENT 1 PHASE 1
PLAN & PROFILE
STORM SEWER
EBFR
STA 1125+00 TO STA 1130+50

SHEET 6 OF 19

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		269

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2/22/2021 5:02

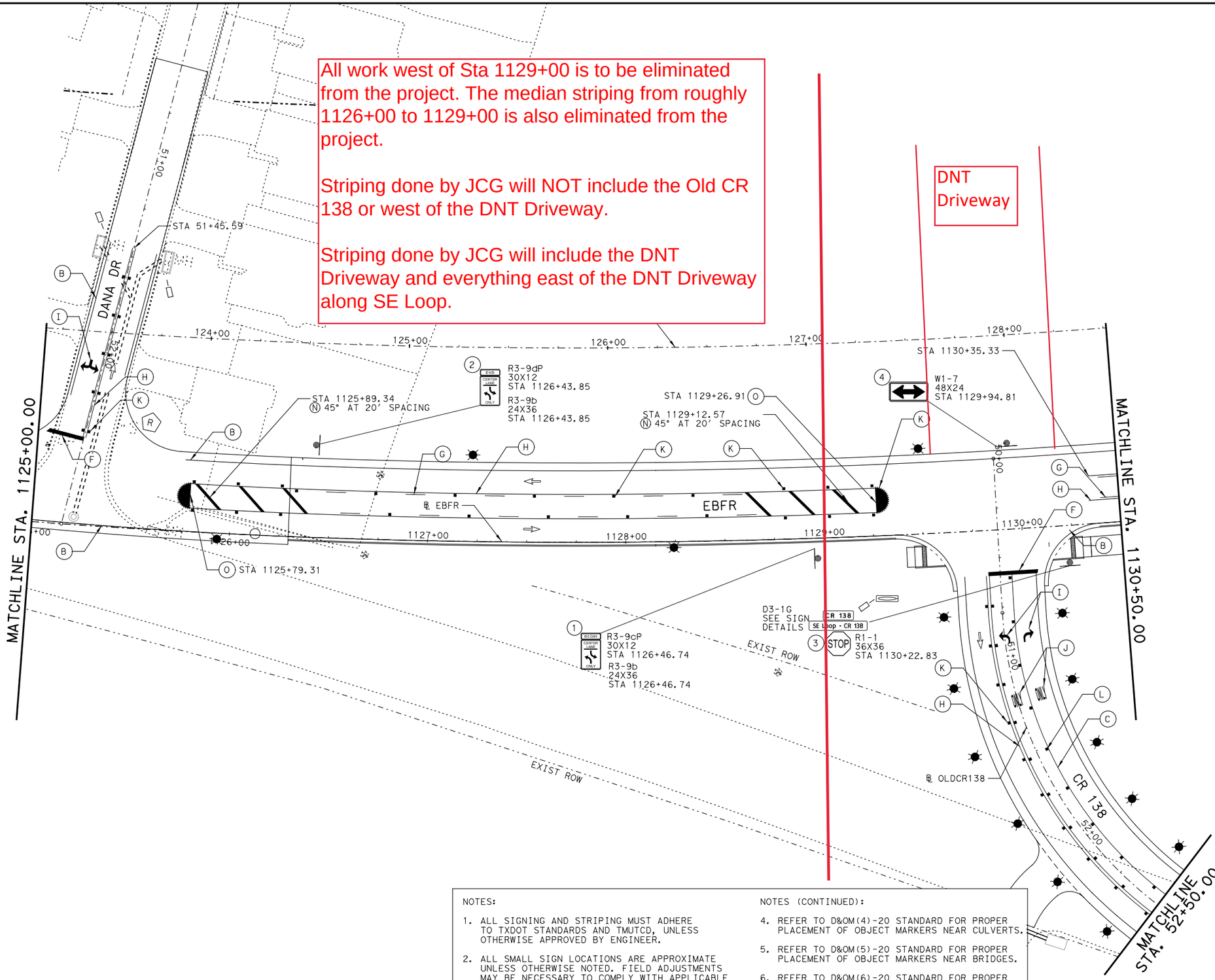
100% SUBMITTAL

All work west of Sta 1129+00 is to be eliminated from the project. The median striping from roughly 1126+00 to 1129+00 is also eliminated from the project.

Striping done by JCG will NOT include the Old CR 138 or west of the DNT Driveway.

Striping done by JCG will include the DNT Driveway and everything east of the DNT Driveway along SE Loop.

DNT Driveway



0 25 50
SCALE: 1" = 50'

LEGEND OF ESTIMATED QUANTITIES

(A)	RE PM W/RET REQ TY I (W) (4") (BRK) (100 MIL)
(B)	RE PM W/RET REQ TY I (W) (4") (SLD) (100 MIL)
(C)	REFL PAV MRK TY I (W) (8") (SLD) (100 MIL)
(D)	REFL PAV MRK TY I (W) (12") (LNDP) (100 MIL)
(E)	REFL PAV MRK TY I (W) (12") (SLD) (100 MIL)
(F)	REFL PAV MRK TY I (W) (24") (SLD) (100 MIL)
(G)	RE PM W/RET REQ TY I (Y) (4") (BRK) (100 MIL)
(H)	RE PM W/RET REQ TY I (Y) (4") (SLD) (100 MIL)
(I)	REFL PAV MRK TY I (W) (ARROW) (100 MIL)
(J)	REFL PAV MRK TY I (W) (WORD) (100 MIL)
(K)	REFL PAV MRKR TY II-A-A
(L)	REFL PAV MRKR TY I-C
(M)	REFL PAV MRK TY I (W) (8") (BRK) (100 MIL)
(N)	REFL PAV MRK TY I (Y) (12") (SLD) (100 MIL)
(O)	REFL PAV MRK TY I (Y) (MED NOSE) (100 MIL)
	INSTL DEL ASSM (D-SW) SZ1 (FLX) GND (BI)
	INSTL DEL ASSM (D-SW) SZ (BRF) CTB
	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BI)
	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)
	INSTL OM ASSM (OM-2Y) (WC) GND
	TRAFFIC DIRECTION ARROWS
(R)	REMOVE EXISTING SIGN

NOTES:

1. ALL SIGNING AND STRIPING MUST ADHERE TO TXDOT STANDARDS AND TMUTCD, UNLESS OTHERWISE APPROVED BY ENGINEER.
2. ALL SMALL SIGN LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED. FIELD ADJUSTMENTS MAY BE NECESSARY TO COMPLY WITH APPLICABLE TXDOT STANDARDS.
3. REFER TO D&OM(3)-20 STANDARD FOR PROPER PLACEMENT OF DELINEATORS ON HORIZONTAL CURVES.

NOTES (CONTINUED):

4. REFER TO D&OM(4)-20 STANDARD FOR PROPER PLACEMENT OF OBJECT MARKERS NEAR CULVERTS.
5. REFER TO D&OM(5)-20 STANDARD FOR PROPER PLACEMENT OF OBJECT MARKERS NEAR BRIDGES.
6. REFER TO D&OM(6)-20 STANDARD FOR PROPER PLACEMENT OF DELINEATORS ALONG CONCRETE BARRIER AND METAL BEAM GUARD FENCE.

NO.	REVISION	BY	DATE

STATE OF TEXAS
JOSHUA DAVID CANTER
133092
LICENSED
PROFESSIONAL ENGINEER
2/23/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1 PAVEMENT MARKING & DELINEATION PLAN

SHEET 6 OF 19

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		383

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2/23/2021 3:25

Commissioners Court - Regular Session **63.**

Meeting Date: 09/26/2023

License agreement with Bar W Ranch HOA Inc for the Bar W Ranch Ph 7 subdivision – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc. for the Bar W Ranch Phase 7 subdivision – Precinct 2.

Background

This license agreement is to allow Bar W Ranch HOA, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Bar W Ranch Phase 7 subdivision.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement (partially executed)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:57 AM
Form Started By: Adam Boatright		Started On: 09/21/2023 11:52 AM
Final Approval Date: 09/21/2023		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and Bar W Ranch HOA, Inc,, a Texas nonprofit Corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's

expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee

shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore,

this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests

hereunder shall be addressed:

To Licensee At:

Bar W Ranch HOA, Inc
c/o First Service Residential
5316 W US HWY 290 Service Road, Suite 100
Austin, TX 78735
E-mail: abraham.salazar@fsresidential.com

with copies to: Continental Homes of Texas, L.P.
10700 Pecan Park Blvd., Suite 400
Austin, TX 78750
E-mail: rlgray@drhorton.com

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: adam.boatright@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

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

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any

courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

BAR W RANCH HOA, INC.
a Texas nonprofit corporation

By: Stacy Laine

Printed Name: Stacy Laine

Title: Director

Date: September 19, 2023

ATTEST:

By: _____
Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 19 day of September, 2023 by Stacy Laine, Director of Bar W Ranch HOA, Inc, a Texas non-profit corporation.

NOTARY PUBLIC STATE OF TEXAS
Jenifer Lynn Kindel
My Commission Expires
10/18/2023
ID No. 125183273

Jenifer L. Kindel
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of Saddletree Pass and Stamp Iron Avenue located within the Bar W Ranch West Phase 7 Subdivision and depicted on **Exhibit "A-1"**. For reference, the Bar W Ranch West Phase 7 Subdivision is generally depicted on **Exhibit "A-2"**.

EXHIBIT "A-1"
LICENSED PROPERTY

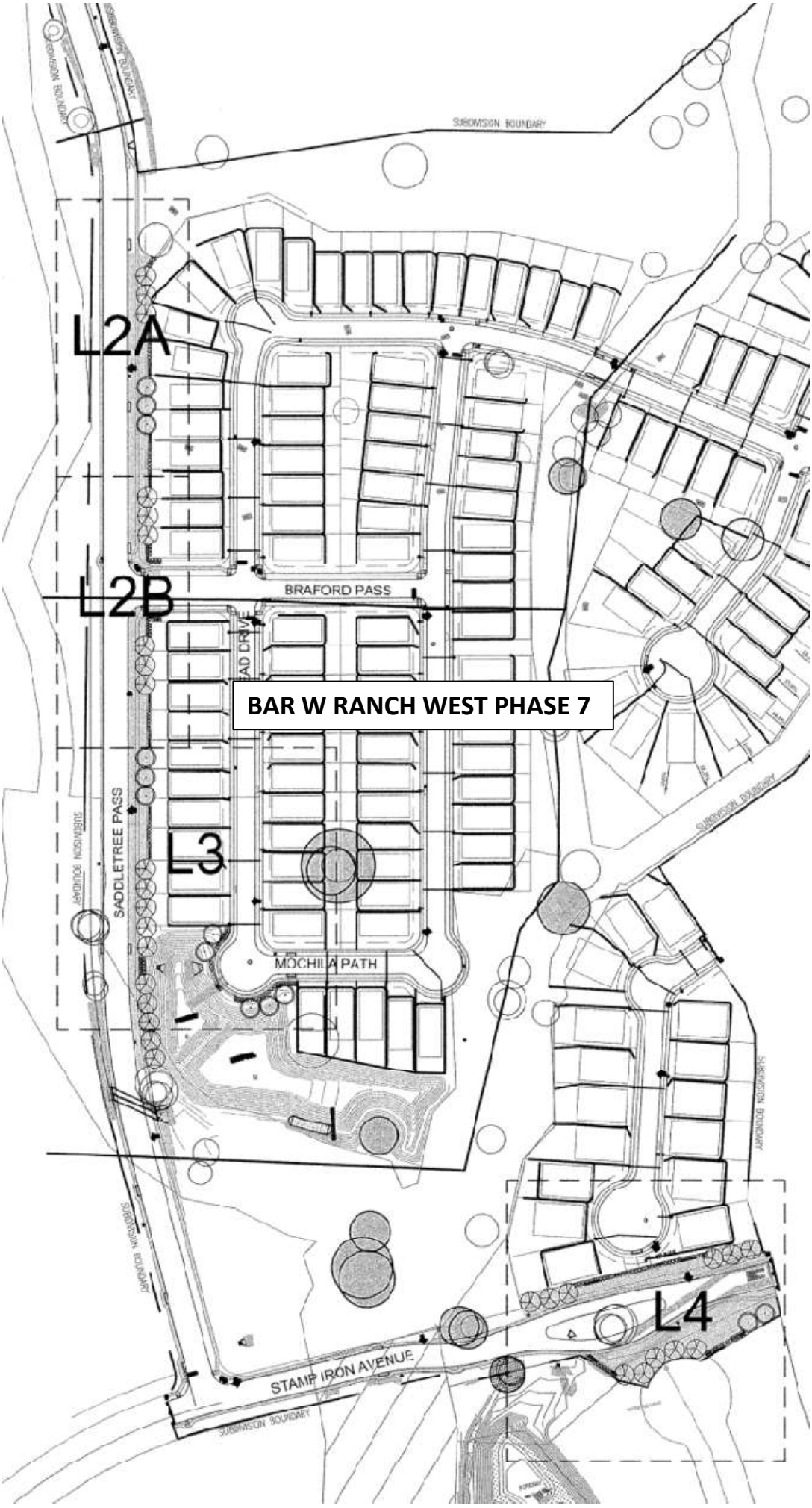
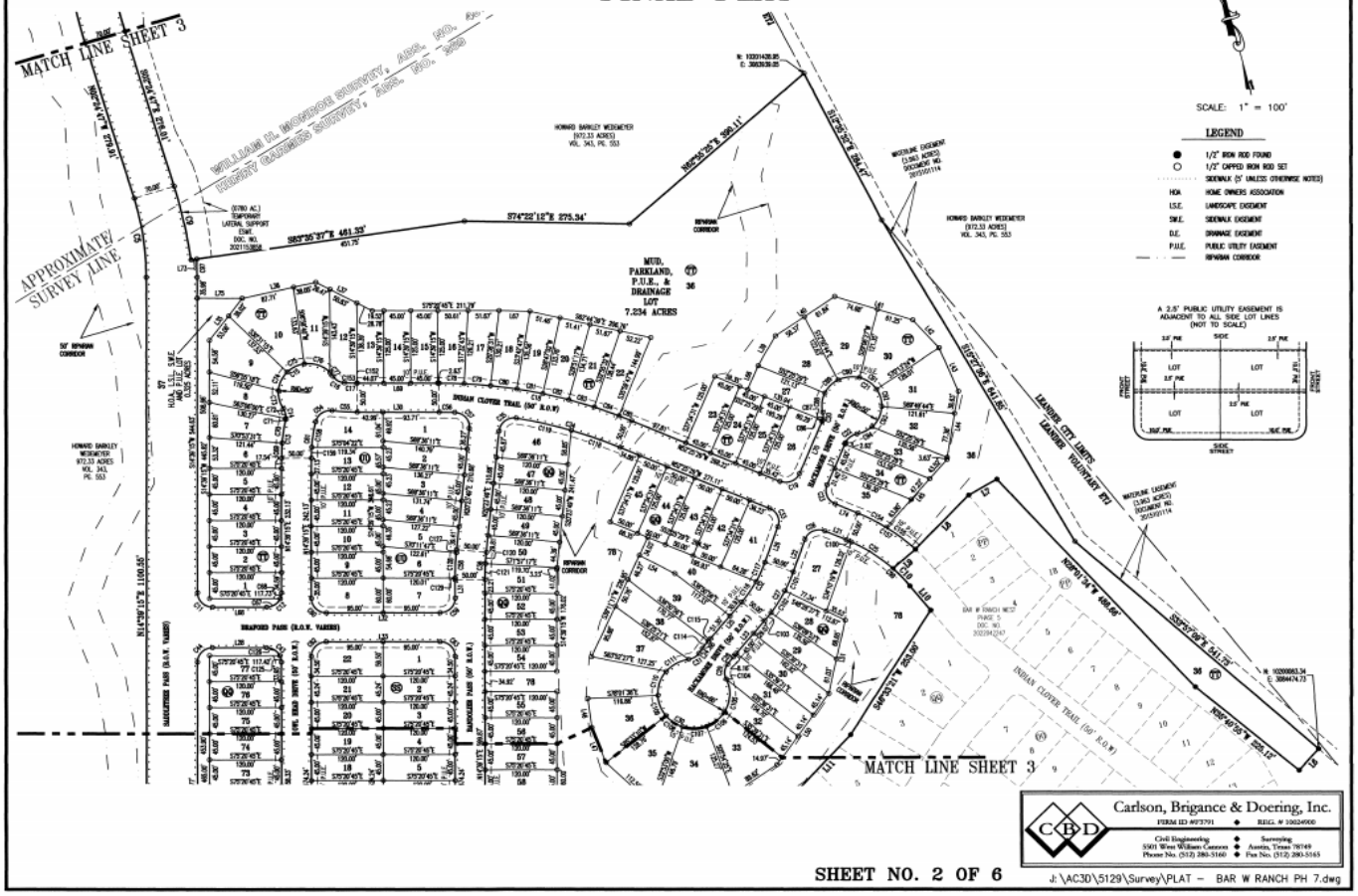

L2A
L2B
L3
L4
BRAFORD PASS
SADDLETREE PASS
MOCHILA PATH
STAMP IRON AVENUE
SUBDIVISION BOUNDARY
BAR W RANCH WEST PHASE 7

EXHIBIT "A-2"
DEPICTION OF SUBDIVISION

Doc# 2023077145

BAR W RANCH WEST PHASE 7
FINAL PLAT



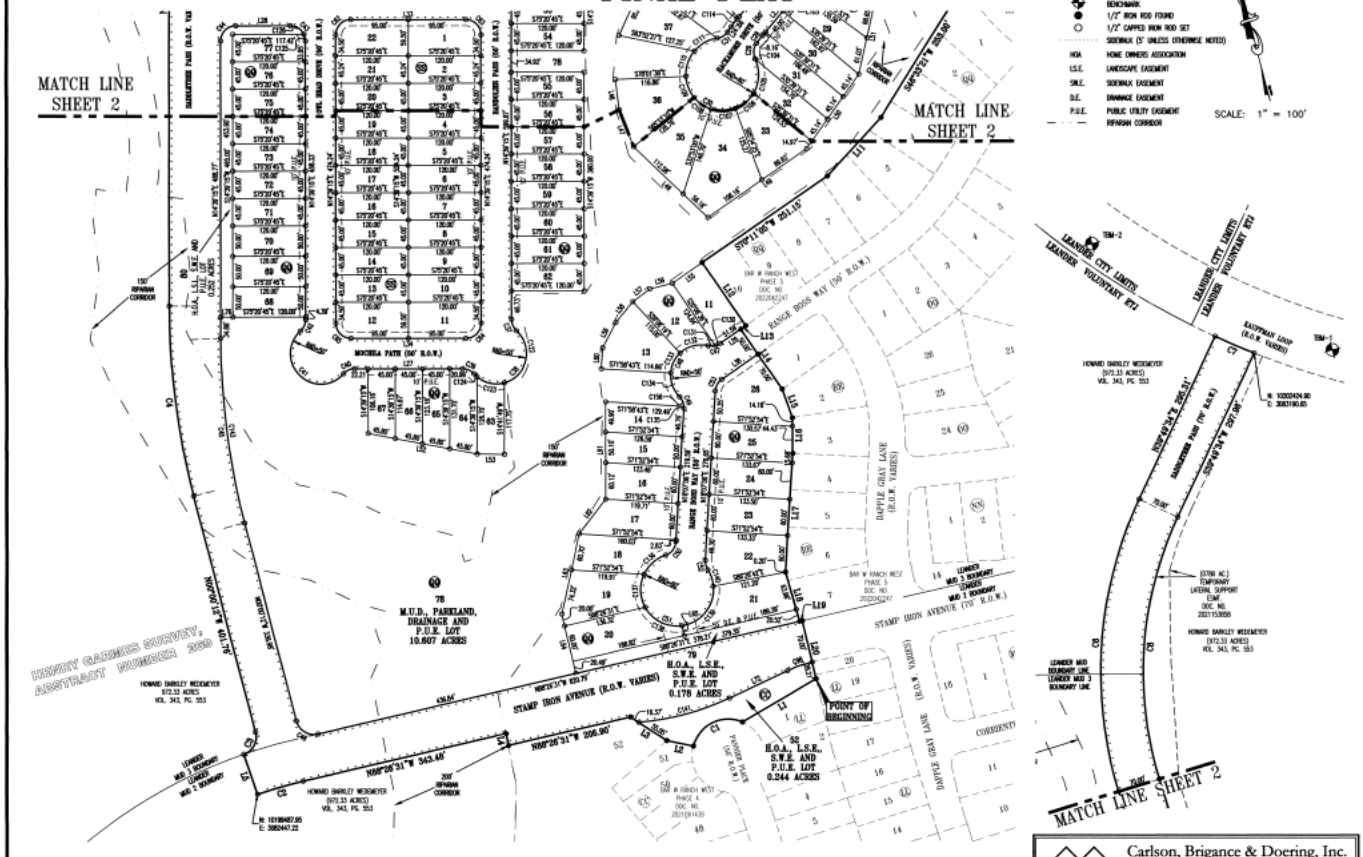
Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NO. 2 OF 6

J:\AC3D\5129\Survey\PLAT - BAR W RANCH PH 7.dwg

Doc# 2023077145

BAR W RANCH WEST PHASE 7
FINAL PLAT



Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NO. 3 OF 6

J:\AC3D\5129\Survey\PLAT - BAR W RANCH PH 7.dwg

Commissioners Court - Regular Session **64.**

Meeting Date: 09/26/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with GB Farms, LLC for 1.234 acres needed as right of way on the CR 255 project (Parcel 50). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2023 04:06 PM
Final Approval Date: 09/21/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GB FARMS, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.234-acres (53,746 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 50):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibits "A & B" shall be the sum of ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED NINETY-TWO and 00/100 Dollars ($107,492.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of NINETEEN THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars ($19,790.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

GB FARMS, LLC

By: _____

Name: NAGESHI BALLA

Title: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.234 ACRE RIGHT-OF-WAY PARCEL NO. 50
GB FARMS LLC
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.234 ACRES (APPROXIMATELY 53,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 13.53 ACRE TRACT OF LAND CONVEYED TO GB FARMS LLC, IN A DEED DATED FEBRUARY 26, 2021. AND RECORDED IN DOCUMENT NO. 2021026961 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.234 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a ½ inch iron rod found in the South line of County Road 289 at the Northeast corner of Lot 16, Big Valley Subdivision, filed of record in Cabinet "E", Page 337, Plat Records, Williamson County, Texas;

THENCE South 22°31'49" East with the East line of said Lot 16, the East line of said GB Farms LLC tract and the West line of that certain called 4.00 acre tract of land as described in the deed to Claude R. Vickers filed of record in document number 2005094676, official public records, Williamson County, Texas, a distance of 369.67 feet to a calculated point in the West line of said Vickers tract;

THENCE South 20°43'35" East with the West line of said Claude Vickers tract a distance of 337.49 feet to a ½ inch iron rod found at the Southwest corner of said Vickers tract and the Northwest corner of that certain called 2.99 acre tract as described in the deed to Toni Lynn Lawrence filed of record in document Number 2004057588, official public records, Williamson County, Texas;

THENCE S 68°49'05" W with the south line of said Lot 16 and the North line of said Lot 17, a distance of 174.56 feet to the southwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from

which ½ inch iron rod with cap marked "Walker 5283" set at the Southwest corner of said Lot 16 bears South 68°49'05" West a distance of 456.82 feet;

THENCE N 24°17'17" W across said Lot 16 and said GB Farms LLC tract a distance of 62.73 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE N 63°56'10" E across said Lot 16 and said GB Farms LLC tract a distance of 178.08 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an interior corner of the herein described tract;

THENCE N 27°42'06" W across said Lot 16 and said GB Farms LLC tract a distance of 260.04 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the beginning of a curve to the right;

THENCE in a northwesterly direction across said Lot 16 and said GB Farms LLC tract with a curve to the right an arc length of 345.77 feet (having a radius of 3,468.00 feet, a chord bearing of N 24°50'43" W, a chord distance of 345.63 feet, a delta angle of 5°42'45") to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at an interior corner of the herein described tract;

THENCE S 69°13'30" W across said Lot 16 and said GB Farms LLC tract a distance of 59.28 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE in a northwesterly direction across said Lot 16 and said GB Farms LLC tract with a curve to the right an arc length of 171.12 feet, (having a radius of 6,628.00 feet, a chord bearing of North 20°02'08" West, a chord distance of 171.12 feet, a delta angle of 1°28'45") to an interior corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE in a southwesterly direction across said Lot 16 and said GB Farms LLC tract, with a curve to the right, an arc length of 14.35 feet, (having a radius of 525.00 feet, a chord bearing of South 81°19'22" West, a chord length of 14.35 feet, a delta angle of 1°33'56") to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE South 82°06'20" West across said Lot 16 and said GB Farms LLC tract, a distance of 49.15 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the beginning of a curve to the Left;

THENCE in a southwesterly direction across said Lot 16 and said GB Farms LLC tract, with a curve to the left an arc length of 57.48 feet, (having a radius of 475.00 feet, a chord bearing of South 78°38'20" West, a chord length of 57.44 feet, a delta angle of 06°56'00") to the most northerly northwest corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Lot 16, the North line of said GB Farms LLC tract and the South line of

Big Valley Spur Road, from which a ½ inch iron rod with plastic cap marked "Walker 5283" bears South 72°29'58" West a distance of 442.85';

THENCE North 72°29'58" East with the North line of said Lot 16, the North line of said GB Farms LLC tract and the South line of said Big Valley Spur Road a distance of 222.49 feet to the POINT OF BEGINNING and containing1.234 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 49.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

I hereby certify that the hereon map and description was performed under my direct supervision.

Charles G. Walker Date: April ,2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.234 ACRES (APPROXIMATELY 53,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GB FARMS LLC, IN A DEED DATED FEBRUARY 26, 2021 AND RECORDED IN DOCUMENT NO. 2021026961 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
—X—	FENCE LINE
( )	RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

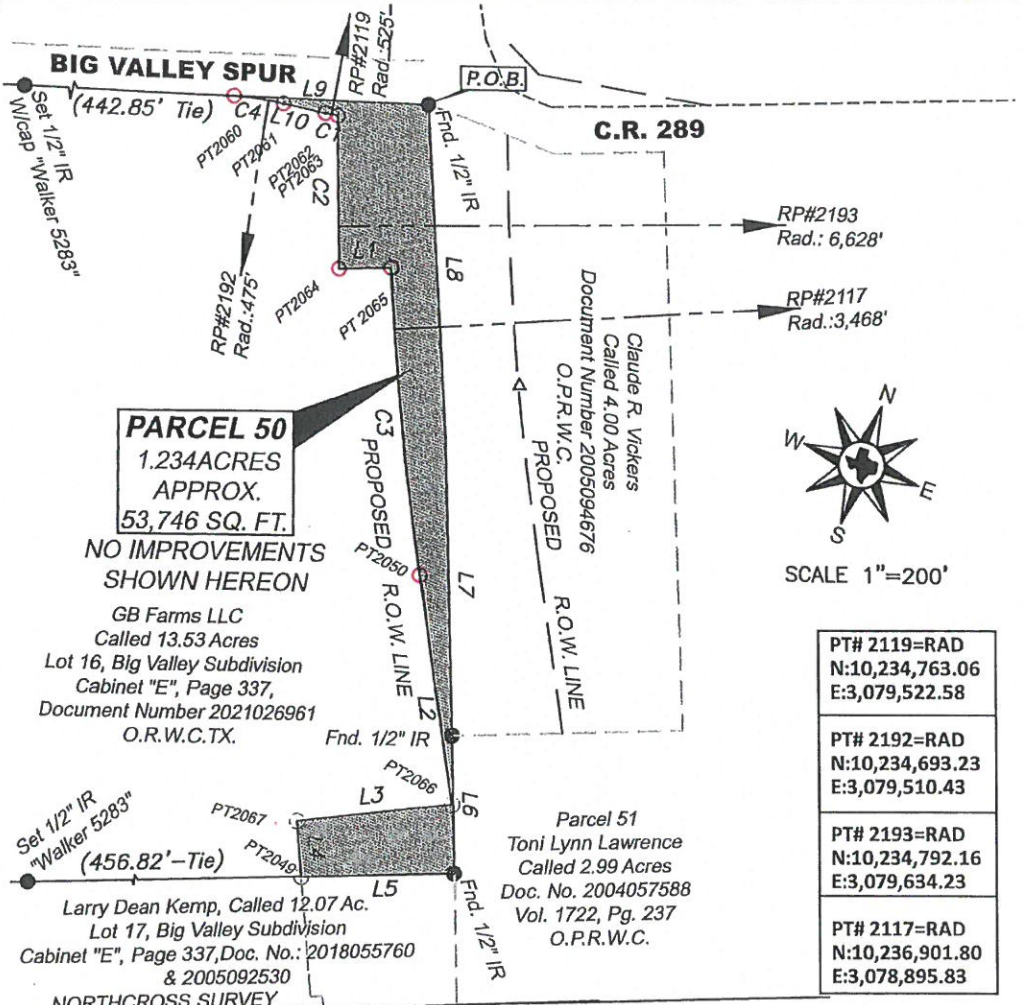
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: APRIL , 2023
DRAWING NO.: 0750504-02-PARCEL 50
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT# 2119=RAD	N:10,234,763.06 E:3,079,522.58
PT# 2192=RAD	N:10,234,693.23 E:3,079,510.43
PT# 2193=RAD	N:10,234,792.16 E:3,079,634.23
PT# 2117=RAD	N:10,236,901.80 E:3,078,895.83

PT# 2049	N:10,235,925.40 E:3,078,743.16
PT# 2050	N:10,236,291.05 E:3,078,756.45
PT# 2060	N:10,236,726.20 E:3,078,385.82
PT# 2061	N:10,236,735.52 E:3,078,434.31
PT# 2062	N:10,236,742.27 E:3,078,482.99
PT# 2063	N:10,236,744.43 E:3,078,497.17
PT# 2064	N:10,236,583.67 E:3,078,555.80
PT# 2065	N:10,236,604.95 E:3,078,611.90
PT# 2066	N:10,236,060.82 E:3,078,877.33
PT# 2067	N:10,235,982.58 E:3,078,717.36

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	525.00'	14.35'	14.35'	S 81°19'22" W	1°33'56"
C2	6628.00'	171.12'	171.12'	N 20°02'08" W	1°28'45"
C3	3468.00'	345.77'	345.63'	N 24°50'43" W	5°42'45"
C4	475.00'	57.48'	57.44'	S 78°38'20" W	6°56'00"

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

LINE	BEARING	DISTANCE
L1	S 69°13'30" W	59.28'
L2	N 27°42'06" W	260.04'
L3	N 63°56'10" E	178.08'
L4	N 24°17'17" W	62.73'
L5	S 68°49'05" W	174.56'
L6	S 20°35'11" E	155.46'
L7	S 20°43'35" E	337.49'
L8	S 22°31'49" E	369.67'
L9	N 72°29'58" E	222.49'
L10	S 82°06'20" W	49.15'

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: APRIL , 2023
DRAWING NO.: 0750504-02-PARCEL 50
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Exhibit "B"

Parcel 50

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **GB FARMS, LLC,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.234-acres (53,746 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 50):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

GRANTOR:

GB FARMS, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **65.**

Meeting Date: 09/26/2023

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.039 acres and 0.041 acres) required for the construction of Hero Way. (Charles and Patricia Hoskins/ Parcel 331 & 331E) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:30 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2023 04:20 PM
Final Approval Date: 09/21/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.039 acres (Parcel 331) and an easement acquisition to that certain tract of land being 0.041 acres (Parcel 331E) described by metes and bounds in Exhibits "A&B" owned by **CHARLES HOSKINS AND PATRICIA HOSKINS** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A&B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 331
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 331

METES & BOUNDS DESCRIPTION FOR A 0.039 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 13.371 ACRE TRACT OF LAND AS CONVEYED TO CHARLES HOSKINS AND PATRICIA HOSKINS BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2002036263 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.039 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the most southerly southwest corner of the remainder of the above described 13.371 acre Hoskins Tract, and at the southeast corner of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said 6.481 acre Hoskins Tract, bears S 68°52'47" W a distance of 426.65 feet;

THENCE, with the west line of the remainder of said 13.371 acre Hoskins Tract and the east line of said 6.481 acre Hoskins Tract, N 21°39'55" W a distance of 58.16 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,077.48, E: 3,086,204.39) set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 201.89 feet left of FM 2243 baseline station 150+97.36, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at an interior corner of the remainder of said 13.371 acre Hoskins Tract and the northeast corner of said 6.481 acre Hoskins Tract, bears N 21°39'55" W a distance of 607.86 feet;

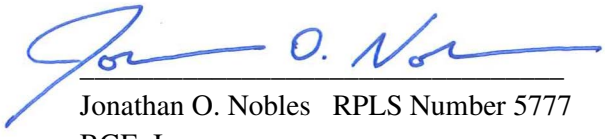
THENCE, over and across said the remainder of said 13.371 acre Hoskins Tract, along said curve to the left, an arc distance of 30.09 feet, having a radius of 11,053.00 feet, a central angle of 00°09'21" and a chord which bears N 73°59'02" E a distance of 30.09 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of the remainder of said 13.371 acre Hoskins Tract and on the west line of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity M. Olson (1/2 interest) and Gregory Olson and Hattie E. Olson (1/2 interest) by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 202.62 feet left of FM 2243 baseline station 151+27.44;

THENCE, with the east line of the remainder of said 13.371 acre Hoskins Tract and the west line of said acre Olson Tract, S 21°39'01" E a distance of 55.43 feet to a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way at the southeast corner of the remainder of said 13.371 acre Hoskins Tract and at the southwest corner of said Olson Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said Olson Tract, and at the southwest corner of a called 13.320 acre tract of land as conveyed to Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes by Warranty Deed with Vendor's Lien recorded in Document Number 2000068029 of the Official Public Records of Williamson County, Texas, bears N 68°52'28" E a distance of 456.22 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of the remainder of said 13.371 acre Hoskins Tract, S 68°46'24" W a distance of 29.93 feet to the **POINT OF BEGINNING** and containing 0.039 acre (1,700 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.





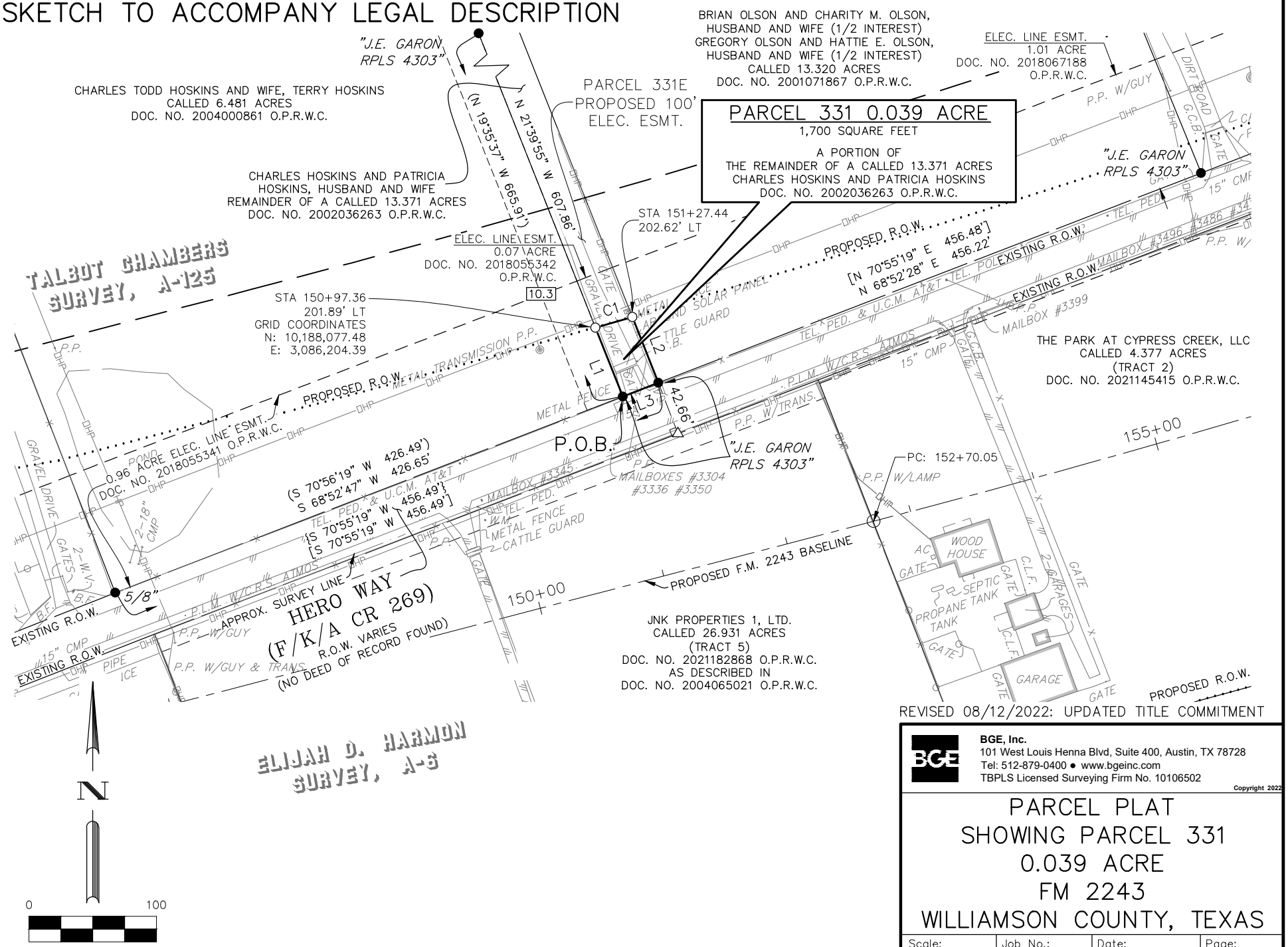
08/12/2022

Jonathan O. Nobles RPLS Number 5777 — Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 3, 2022
Revised:	August 12, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 08/12/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING PARCEL 331 0.039 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	3 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P331_EX1.dwg, 8/9/2022 2:51 PM, Stephen Barger

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P331_EX1.dwg, 8/9/2022 2:51 PM, Stephen Barger

LEGEND

B.F.	BOARD FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°39'55" W	58.16'
L2	S 21°39'01" E	55.43'
L3	S 68°46'24" W	29.93'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	{S 19°35'37" E}	
	[S 19°35'37" E]	
L3	{S 70°55'19" W}	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.09'	11,053.00'	0°09'21"	N 73°59'02" E	30.09'

REVISED 08/12/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 331
0.039 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159110, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.2 ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 ELECTRIC LINE AERIAL EASEMENT AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018055342, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/12/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 08/12/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2022

PARCEL PLAT
SHOWING PARCEL 331
0.039 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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EXHIBIT B

County: Williamson
Parcel: 331E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 331E

METES & BOUNDS DESCRIPTION FOR A 0.041 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 13.371 ACRE TRACT OF LAND AS CONVEYED TO CHARLES HOSKINS AND PATRICIA HOSKINS BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2002036263 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.041 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the most southerly southwest corner of the remainder of the above described 13.371 acre Hoskins Tract, and at the southeast corner of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said 6.481 acre Hoskins Tract, bears S 68°52'47" W a distance of 426.65 feet; Thence, with the west line of the remainder of said 13.371 acre Hoskins Tract and the east line of said 6.481 acre Hoskins Tract, N 21°39'55" W a distance of 97.45 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,113.99, E: 3,086,189.89) at the northwest corner of a called 0.07 acre electric line easement recorded in Document Number 2018055342 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 240.89 feet left of FM 2243 baseline station 150+92.54, from which a found 5/8-inch iron rod with cap stamped "SAM LLC" bears S 68°20'05" W a distance of 0.17 feet;

THENCE, continuing with the west line of the remainder of said 13.371 acre Hoskins Tract and the east line of said 6.481 acre Hoskins Tract, N 21°39'55" W a distance of 61.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 301.64 feet left of FM 2243 baseline station 150+85.04, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at an interior corner of the remainder of said 13.371 acre Hoskins Tract and the northeast corner of said 6.481 acre Hoskins Tract, bears N 21°39'55" W a distance of 507.35 feet;

THENCE, over and across the remainder of said 13.371 acre Hoskins Tract, along said curve to the left, an arc distance of 30.12 feet, having a radius of 10,953.00 feet, a central angle of 00°09'27" and a chord which bears N 74°02'08" E a distance of 30.12 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of the remainder of said 13.371 acre Hoskins Tract and on the west line of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity M. Olson (1/2 interest) and Gregory Olson and Hattie E. Olson (1/2 interest) by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 302.35 feet left of FM 2243 baseline station 151+15.15;

THENCE, with the east line of the remainder of said 13.371 acre Hoskins Tract and the west line of said Olson Tract, S 21°39'01" E a distance of 58.55 feet to a calculated point at the northeast corner of said electric line easement, for the southeast corner of the herein described tract, 244.24 feet left of FM 2243 baseline station 151+22.31, from which a found 5/8-inch iron rod with cap stamped "SAM INC" bears S 68°20'59" W a distance of 0.19 feet, and from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way at the southeast corner of the remainder of said 13.371 acre Hoskins Tract and the southwest corner of said Olson Tract, bears S 21°39'01" E a distance of 97.36 feet;

THENCE, with the north line of said electric line easement and over and across the remainder of said 13.371 acre Hoskins Tract, S 68°57'15" W a distance of 29.96 feet to the **POINT OF BEGINNING** and containing 0.041 acre (1,794 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

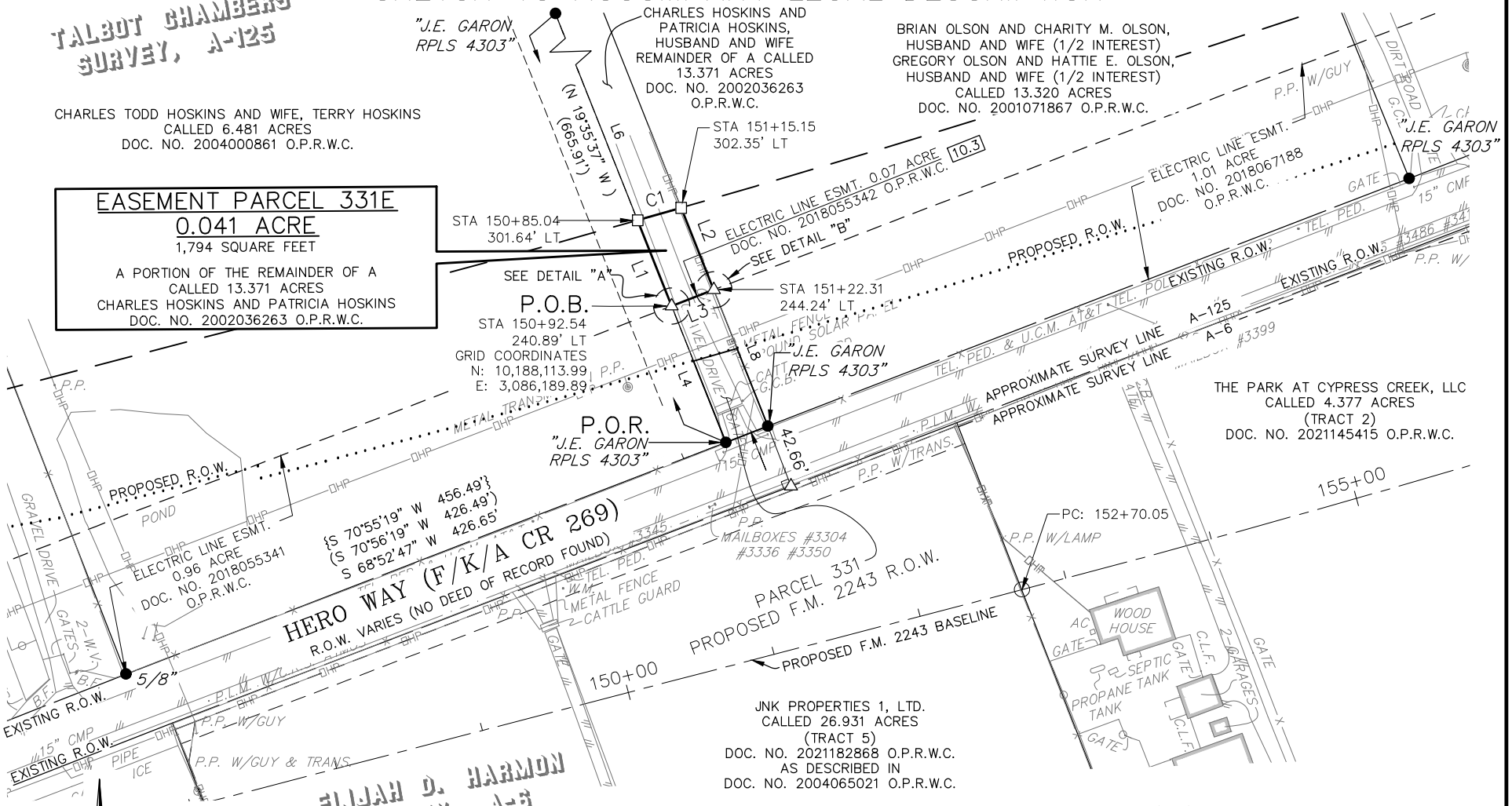


08/16/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 3, 2022
Revised:	August 16, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 08/16/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 331E 0.041 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
—x—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°39'55" W	61.22'
L2	S 21°39'01" E	58.55'
L3	S 68°57'15" W	29.96'
L4	S 21°39'55" E	97.45'
L5	S 68°20'05" W	0.17'
L6	N 21°39'55" W	507.35'
L7	S 68°20'59" W	0.19'
L8	S 21°39'01" E	97.36'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	{S 19°35'37" E}	
	[S 19°35'37" E]	
L8	{S 19°35'37" E}	
	[S 19°35'37" E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.12'	10,953.00'	0°09'27"	N 74°02'08" E	30.12'

REVISED 08/16/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 331E
0.041 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159110, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.2 ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 ELECTRIC LINE AERIAL EASEMENT AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018055342, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/16/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 08/16/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 331E
0.041 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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Commissioners Court - Regular Session **66.**

Meeting Date: 09/26/2023

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.809 acres and 0.789 acres) required for the construction of Hero Way. (Charles and Terry Hoskins/ Parcel 329 & 329E) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:30 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2023 04:21 PM
Final Approval Date: 09/21/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.809 acres (Parcel 329) and an easement acquisition to that certain tract of land being 0.789 acres (Parcel 329E) described by metes and bounds in Exhibits "A&B" owned by **CHARLES TODD HOSKINS AND TERRY HOSKINS** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A&B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 329
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 329

METES & BOUNDS DESCRIPTION FOR A 0.809 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 6.481 ACRE TRACT OF LAND AS CONVEYED TO CHARLES TODD HOSKINS AND WIFE, TERRY HOSKINS BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2004000861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.809 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described 6.481 acre Hoskins Tract, and at the most southerly southwest corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said 13.371 acre Hoskins Tract, bears N 68°46'24" E a distance of 29.93 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said 6.481 acre Hoskins Tract, S 68°52'47" W a distance of 426.65 feet to a 5/8-inch iron rod found at the southwest corner of said 6.481 acre Hoskins Tract, and at the southeast corner of a called 27.992 acre tract of land described as Tract I as conveyed to Harmony Public Schools by Special Warranty Deed recorded in Document Number 2021088010 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at an angle point in the south line of said 27.992 acre Harmony Tract, bears S 68°34'25" W a distance of 521.05 feet;

THENCE, with the west line of said 6.481 acre Hoskins Tract and the east line of said 27.992 acre Harmony Public Schools Tract, N 21°16'05" W a distance of 112.04 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,974.13, E: 3,085,787.29) set for the northwest corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found for the northwest corner of said 6.481 acre Hoskins tract bears N 21°16'05" W a distance of 552.92 feet;

THENCE, over and across said 6.481 acre Hoskins Tract, N 75°22'23" E a distance of 132.58 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 148+00.19;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, S 14°37'37" E a distance of 8.22 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 148+00.19;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, N 75°22'23" E a distance of 44.24 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the left, 199.00 feet left of FM 2243 baseline station 148+44.43;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, along said curve to the left, an arc distance of 252.94 feet, having a radius of 11,053.00 feet, a central angle of 01°18'40" and a chord which bears N 74°43'03" E, a distance of 252.94 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, for the northeast corner of the herein described tract, 201.89 feet left of FM 2243 baseline station 150+97.36, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northeast corner of said 6.481 acre Hoskins Tract and at an interior corner of the remainder of said 13.371 acre Hoskins Tract, bears N 21°39'55" W a distance of 607.86 feet;

THENCE, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, S 21°39'55" E a distance of 58.16 feet to the **POINT OF BEGINNING** and containing 0.809 acre (35,231 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

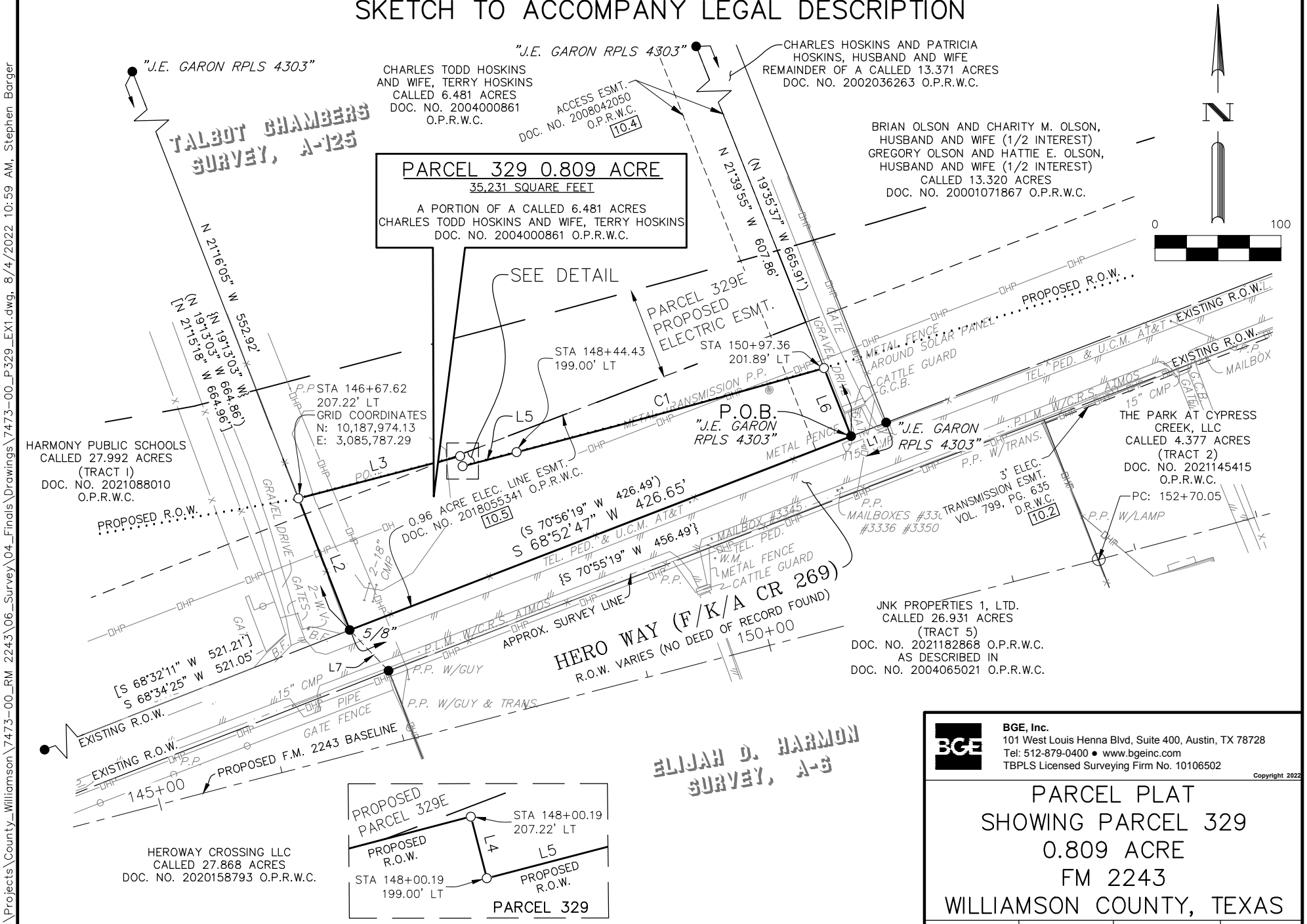


08/05/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County
Date: August 5, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING PARCEL 329 0.809 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°46'24" E	29.93'
L2	N 21°16'05" W	112.04'
L3	N 75°22'23" E	132.58'
L4	S 14°37'37" E	8.22'
L5	S 75°22'23" W	44.24'
L6	S 21°39'55" E	58.16'
L7	S 43°32'37" E	44.78'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	252.94'	11,053.00'	1°18'40"	N 74°43'03" E	252.94'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 329
0.809 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164932, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 AN ACCESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2008042050, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018055341, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083087, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-051-00 OF RECORD IN DOCUMENT NO. 2017011292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 329
0.809 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 5

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EXHIBIT B

County: Williamson
Parcel: 329E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 329E

METES & BOUNDS DESCRIPTION FOR A 0.789 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 6.481 ACRE TRACT OF LAND AS CONVEYED TO CHARLES TODD HOSKINS AND WIFE, TERRY HOSKINS BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2004000861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.789 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described 6.481 acre Hoskins Tract, and at the most southerly southwest corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said 13.371 acre Hoskins Tract, bears N 68°46'24" E a distance of 29.93 feet; Thence, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, N 21°39'55" W a distance of 97.45 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,113.99, E: 3,086,189.89) at the northeast corner of a called 0.96 acre electric line easement recorded in Document Number 2018055341 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 240.89 feet left of FM 2243 baseline station 150+92.54, from which a 5/8-inch iron rod with cap stamped "SAM LLC" bears N 68°20'05" E a distance of 0.17 feet;

THENCE, with the north line of said electric line easement and over and across said 6.481 acre Hoskins Tract, S 69°02'55" W, a distance of 305.66 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set for an angle point, 207.22 feet left of FM 2243 baseline station 147+88.74;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, S 75°22'23" W a distance of 121.13 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said 6.481 acre Hoskins Tract and the east line of a called 27.992 acre tract of land described as Tract I as conveyed to Harmony Public Schools by Special Warranty Deed recorded in Document Number 2021088010 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said 6.481 acre Hoskins Tract, and at the southeast corner of said Harmony Public Schools Tract, bears S 21°16'05" E a distance of 112.04 feet;

THENCE, with the west line of said 6.481 acre Hoskins Tract and the east line of said Harmony Public Schools Tract, N 21°16'05" W a distance of 92.40 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 299.00 feet left of FM 2243 baseline station 146+56.93, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found for the northwest corner of said 6.481 acre Hoskins Tract, bears N 21°16'05" W a distance of 460.52 feet;

THENCE, over and across said 6.481 acre Hoskins Tract, N 75°22'23" E a distance of 187.51 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of curvature of a curve to the left, 299.00 feet left of FM 2243 baseline station 148+44.43;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, along said curve to the left, an arc distance of 240.63 feet, having a radius of 10,953.00 feet, a central angle of 01°15'31" and a chord which bears N 74°44'37" E a distance of 240.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, for the northeast corner of the herein described tract, 301.64 feet left of FM 2243 baseline station 150+85.04, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northeast corner of said 6.481 acre Hoskins Tract and at an interior corner of the remainder of said 13.371 acre Hoskins Tract, bears N 21°39'55" W a distance of 507.35 feet;

THENCE, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, S 21°39'55" E a distance of 61.22 feet to the **POINT OF BEGINNING** and containing 0.789 acre (34,381 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

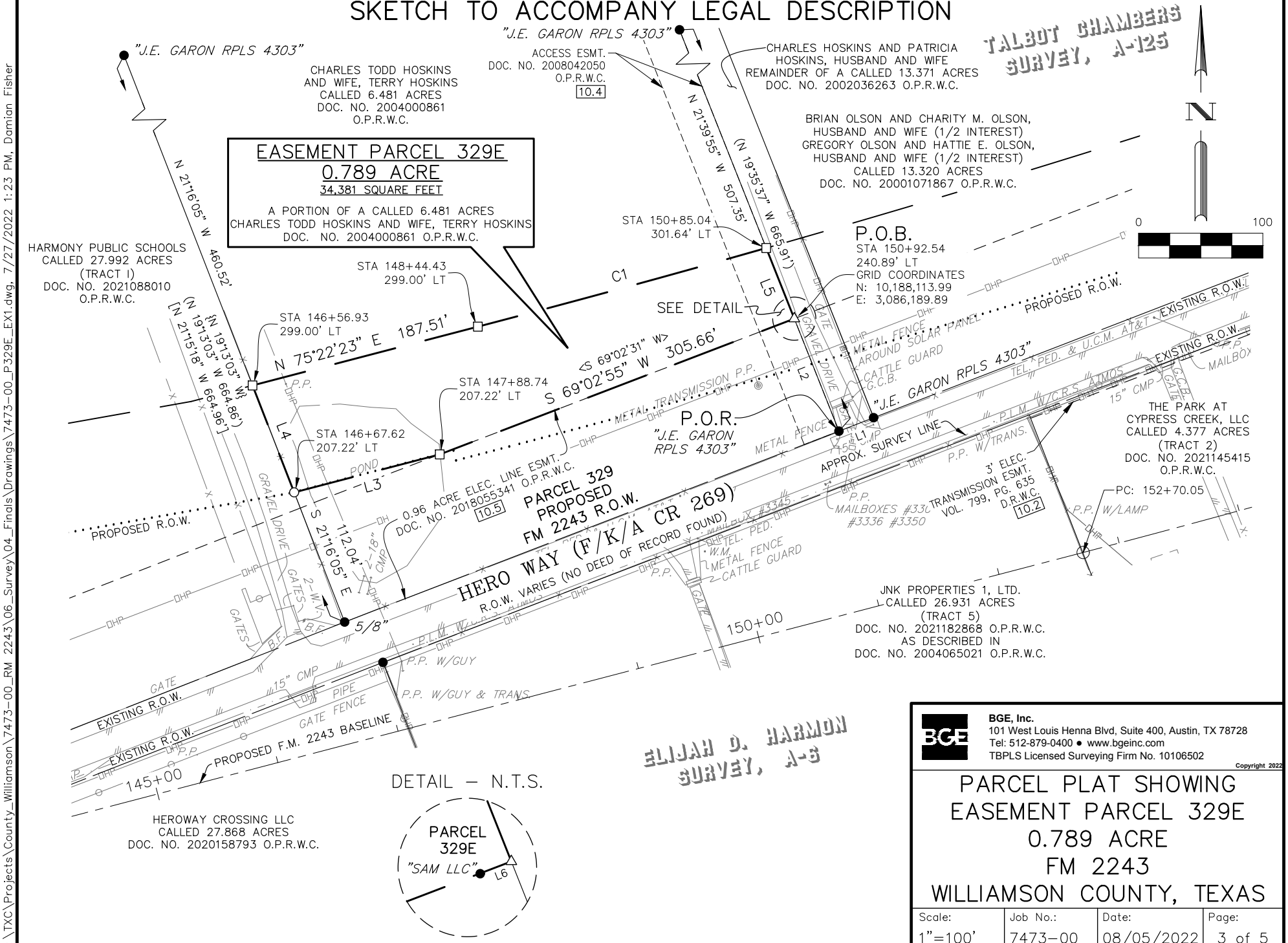


08/05/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County
Date: August 5, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 329E
0.789 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2018055341 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
——X——	WIRE FENCE
——O——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°46'24" E	29.93'
L2	S 21°39'55" E	97.45'
L3	S 75°22'23" W	121.13'
L4	N 21°16'05" W	92.40'
L5	S 21°39'55" E	61.22'
L6	N 68°20'05" E	0.17'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{N 70°55'19" E}	
<L2>	<S 21°39'13" E>	<97.43'>

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	240.63'	10,953.00'	1°15'31"	N 74°44'37" E	240.62'

BGE, Inc.
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PARCEL PLAT SHOWING
EASEMENT PARCEL 329E
0.789 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164932, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
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Commissioners Court - Regular Session **67.**

Meeting Date: 09/26/2023

CR 258 ILA with LHISD

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 Interlocal Agreement between Williamson County and Liberty Hill Independent School District regarding the design and construction of additional turn lanes on the CR 258 expansion project. Funding Source: Road Bonds P277

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 11:38 AM
Form Started By: Charlie Crossfield		Started On: 09/21/2023 10:48 AM
Final Approval Date: 09/21/2023		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE LIBERTY HILL INDEPENDENT SCHOLL DISTRICT REGARDING THE DESIGN AND CONSTRUCTION OF ADDITIONAL TURN LANES ON THE CR 258 EXPANSION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 29th day of September 2023, by and between WILLIAMSON COUNTY (the "County") and the LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, TEXAS (the "ISD"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the ISD and the County desire to co-operate in the construction of additional turn lanes (the "Project") to the expansion of CR 258, as shown on Exhibit "A", attached hereto.

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

1. The ISD and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to design and construct the Project as described in Exhibit "A", as described herein.
3. The ISD agrees to be responsible for all costs related to the design and construction costs for the Project. Any necessary right-of-way owned by the ISD and needed for the Project will be conveyed in fee simple to the County prior to construction.
4. Construction of the Project will be included as a Change Order with the roadway construction plans for the CR 258 expansion. The current construction and design costs total $670,000.00.

5. The ISD will contribute the sum of Six Hundred and Seventy Thousand and No/100 Dollars ($670,000.00) as its share of the Projects ("Project Costs"). Payment for the Project Costs shall be due and payable to the County within (30) thirty days receipt of written notice. Any additional Project Costs over and above the $670,000.00 shall be due and payable within 30 days after written notice. After completion of construction, the County will reimburse the ISD any monies remaining from the Project Costs pursuant to the Texas Prompt Payment Act.

6. The County agrees to consult and obtain the approval of ISD staff regarding the Project design prior to award of a Project contract for construction.

7. Neither the ISD nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

8. This Agreement may not be amended or modified except in writing executed by both the ISD and Williamson County and authorized by their respective governing bodies.

9. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

10. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by ISD.

12. This Agreement is executed to be effective on the date the last Party signs this Agreement.

13. Each Party, 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 purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

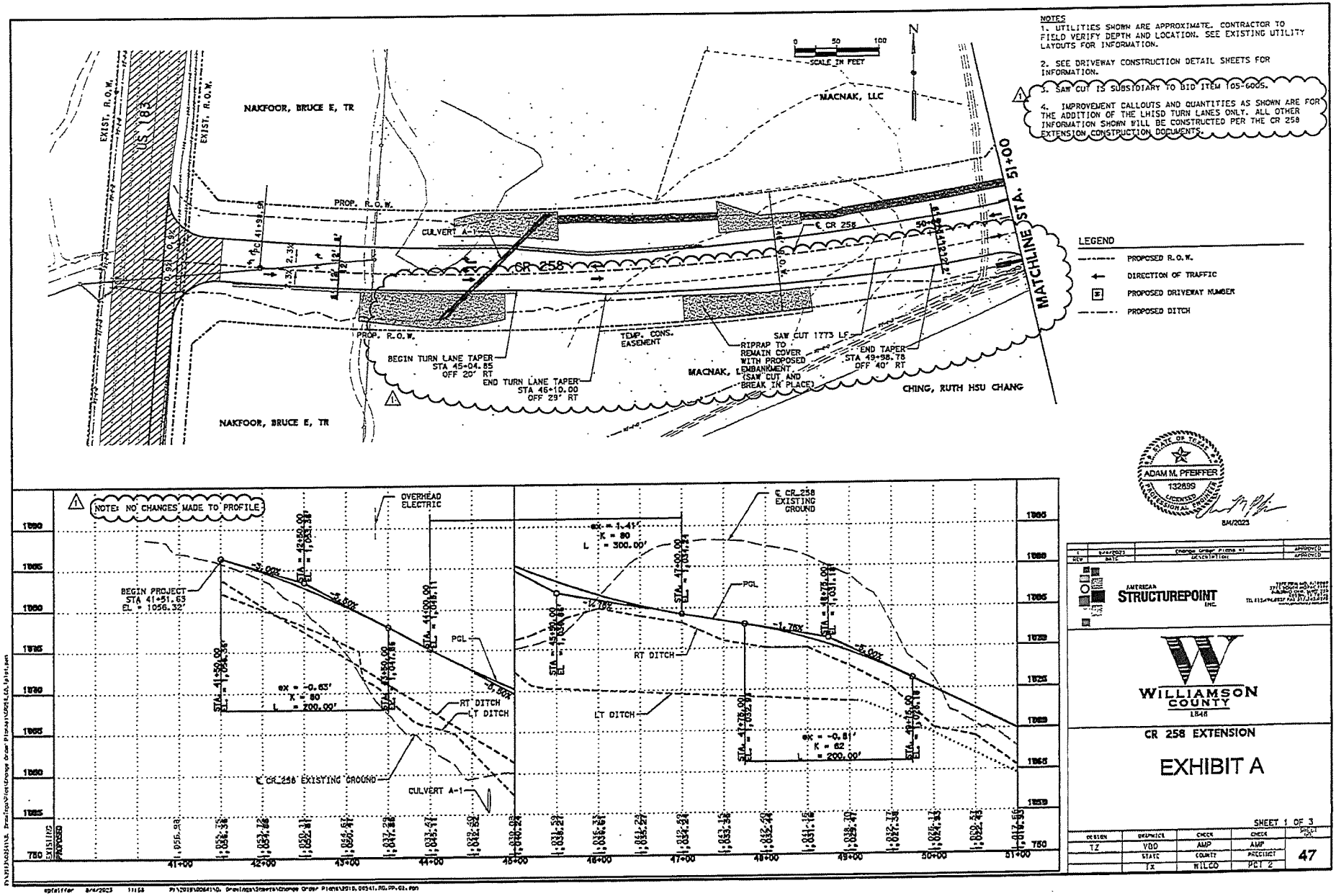
By: _____
Bill Gravell, Jr., County Judge

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

By: _____

Name: STEVEN SNELL

Title: Superintendent of Schools



ADAM M. PFEIFFER
132899
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
8/4/2023

NO.	DATE	DESCRIPTION	APPROVED
1	8/4/2023	Change Order Plans #1	APPROVED

AMERICAN STRUCTUREPOINT INC.

WILLIAMSON COUNTY
1848

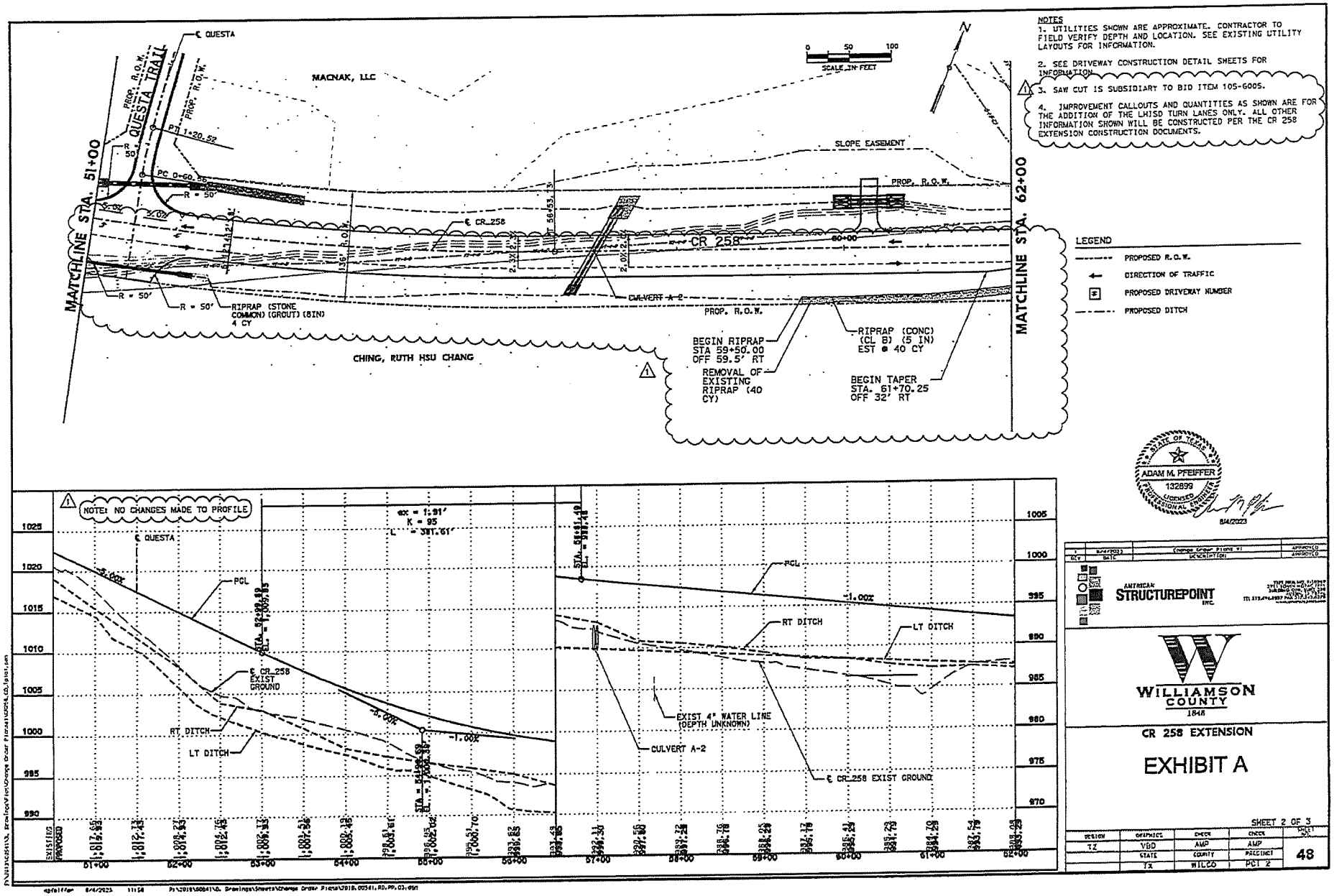
CR 258 EXTENSION

EXHIBIT A

SHEET 1 OF 3

DESIGN	DRAWN	CHECK	CHECK	SHEET NO.
TZ	VDO	AMP	AMP	47
	STATE	COUNTY	PRECINCT	
	TX	WILCO	PCT 2	

epfeiffer 8/4/2023 11:58 P:\2018\00641\0. Drawings\Sheets\Change Order Plans\0641_RD_EX_01.dgn



NOTES

1. UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION. SEE EXISTING UTILITY LAYOUTS FOR INFORMATION.
2. SEE DRIVEWAY CONSTRUCTION DETAIL SHEETS FOR INFORMATION.
3. SAW CUT IS SUBSIDIARY TO BID ITEM 105-6005.
4. IMPROVEMENT CALLOUTS AND QUANTITIES AS SHOWN ARE FOR THE ADDITION OF THE LHISD TURN LANES ONLY. ALL OTHER INFORMATION SHOWN WILL BE CONSTRUCTED PER THE CR 258 EXTENSION CONSTRUCTION DOCUMENTS.

LEGEND

- PROPOSED R.O.W.
- DIRECTION OF TRAFFIC
- PROPOSED DRIVEWAY NUMBER
- PROPOSED DITCH

STATE OF TEXAS
ADAM M. PFEIFFER
132899
LICENSED PROFESSIONAL ENGINEER
8/4/2023

NO.	DATE	DESCRIPTION	APPROVED
1	8/4/2023	Change Order Plans #1	APPROVED

AMERICAN STRUCTUREPOINT INC.

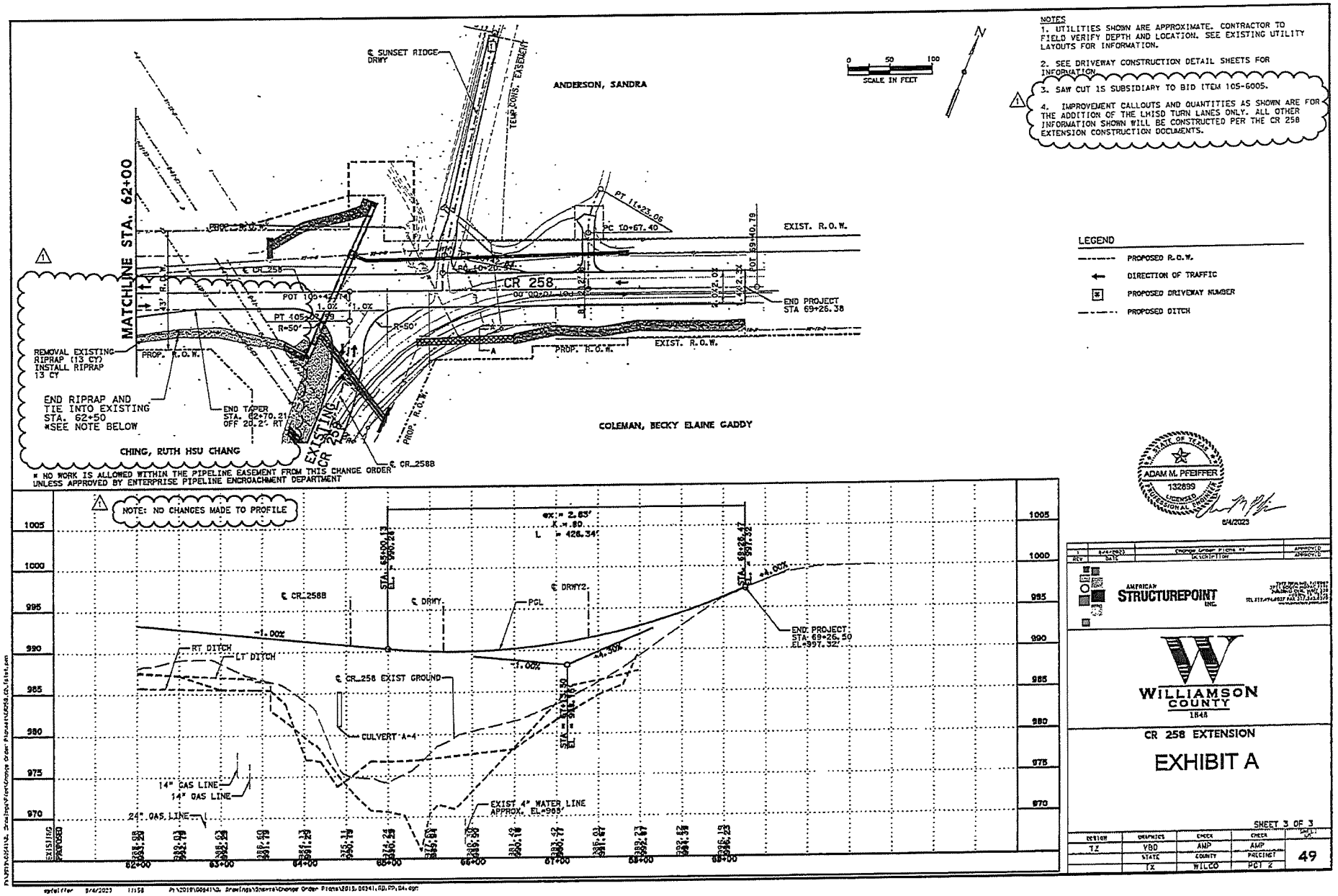
WILLIAMSON COUNTY
1848

CR 258 EXTENSION

EXHIBIT A

SHEET 2 OF 3

DESIGN	GRAPHICS	CHECK	CHECK	SHEET NO.
TZ	VBD	AMP	AMP	48
	STATE	COUNTY	PRECINCT	
	TX	WILCO	PCT 2	


℄ SUNSET RIDGE DRWY
ANDERSON, SANDRA
TEMP. CONS. EASEMENT
SCALE IN FEET
NOTES
1. UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION. SEE EXISTING UTILITY LAYOUTS FOR INFORMATION.
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MATCHLINE STA. 62+00
PROP. R.O.W.
℄ CR_258
POT 105+42.14
PT 105+59.79
R=50'
1.0%
1.0%
PC 10+67.40
PT 11+23.06
EXIST. R.O.W.
CR 258
DB 10+20.42
DB 10+20.42
59+40.19
10'
2.34'
END PROJECT STA 69+26.38
REMOVAL EXISTING RIPRAP (13 CY) INSTALL RIPRAP 13 CY
END RIPRAP AND TIE INTO EXISTING STA. 62+50 *SEE NOTE BELOW
END TAPER STA. 62+70.21 OFF 20.2' RT
EXISTING CR 258
PROP. R.O.W.
EXIST. R.O.W.
COLEMAN, BECKY ELAINE GADDY
CHING, RUTH HSU CHANG
℄ CR_258B
* NO WORK IS ALLOWED WITHIN THE PIPELINE EASEMENT FROM THIS CHANGE ORDER UNLESS APPROVED BY ENTERPRISE PIPELINE ENCROACHMENT DEPARTMENT
LEGEND
PROPOSED R.O.W.
DIRECTION OF TRAFFIC
PROPOSED DRIVEWAY NUMBER
PROPOSED DITCH
NOTE: NO CHANGES MADE TO PROFILE
ex: = 2.63'
K = 1.80
L = 426.34'
STA. 65+00.13
EL. = 998.28'
STA. 68+26.47
EL. = 997.32'
℄ CR_258B
℄ DRWY
℄ DRWY2
PGL
-1.00%
+4.00%
-1.00%
+4.50%
END PROJECT STA. 69+26.50 EL.=997.32'
RT DITCH
LT DITCH
℄ CR_258 EXIST GROUND
CULVERT A-4
14" GAS LINE
14" GAS LINE
24" GAS LINE
EXIST 4" WATER LINE APPROX. EL=995'
1005
1000
995
990
985
980
975
970
EXISTING
PROPOSED
62+00
63+00
64+00
65+00
66+00
67+00
68+00
69+00
ADAM M. PFEIFFER
132899
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
8/4/2023
AMERICAN STRUCTUREPOINT INC.
WILLIAMSON COUNTY
1848
CR 258 EXTENSION
EXHIBIT A
SHEET 3 OF 3
DESIGN TZ
GRAPHICS VBD
CHECK AMP
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STATE TX
COUNTY WILCO
PRECINCT PCT 2
SHEET NO. 49

Commissioners Court - Regular Session **68.**

Meeting Date: 09/26/2023

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: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
e) Discuss the acquisition of real property for Corridor H
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for Corridor C.
i) Discuss the acquisition of right-of-way for Corridor F.
j) Discuss the acquisition of right-of-way for Corridor D.
k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
n) Discuss acquisition of right of way for Corridor E.
o) Discuss acquisition of right of way for Liberty Hill Bypass.
p) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.
s) Discuss acquisition of right of way for Corridor J.

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) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2023 09:31 AM
Form Started By: Charlie Crossfield		Started On: 09/20/2023 04:22 PM
Final Approval Date: 09/21/2023		

Commissioners Court - Regular Session **69.**

Meeting Date: 09/26/2023

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 World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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