NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 24, 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 – 19)

3. Discuss, consider and take appropriate action on a line item transfer for the County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0426-004010	CCL#1/Visiting Judges	$3,014.20
TO	0100-0426-001107	CCL#1/Temp	$2,800.00
TO	0100-0426-002010	CCL#1/FICA	$214.20

4. Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	RADIO EQUIPMENT > $5,000	$690.92
To	0100.0551.001914	BILINGUAL STIPEND	$558.54
To	0100.0551.002010	FICA	$42.73
To	0100.0551.002020	RETIREMENT	$89.65

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

6. Discuss and take appropriate action to establish an additional $100 cash drawer for Animal Services for a new employee.

7. Consider and take appropriate action on the appointment of James A. McFall as Deputy Constable to fill a vacant position in the Precinct 2 Constable's Office.

8. Discuss, consider and take appropriate action on approving the addendum to which this will extend the services provided by Questica for the budget software implementation project and authorizing the execution of the Amendment.

9. Discuss, consider and take appropriate action on approving Agreement #202414 for Williamson County and Infax, Inc. for the annual maintenance of the Electronic Docket Display System covering 10.01.23-09.30.24, in the amount of $12,700.00, and authorizing execution of the agreement exempting this purchase from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

10. Discuss, consider and take appropriate action on approving #202416 Addendum to Terms and Conditions for immixTechnology, Inc. for workforce timekeeping software in the amount of $90,171.28, pursuant to DIR contract #DIR-TSO-4315.

11. Discuss, consider and take appropriate action on approving Agreement #202412 with Data Armor, LLC to provide on-site shredding services to support Williamson County Departments on as need basis for a not-to-exceed amount of $25,000.00, and authorizing the execution of the agreement.

12. Discuss, consider and take appropriate action on approving agreement #202426 between Data Projections and Williamson County for the DPI Gold Annual Maintenance for all Courtroom Audio Visual (AV) systems for the not-to-exceed amount of $50,000.00, pursuant to TIPS Contract #230105 and authorizing the execution of the agreement.

13. Discuss, consider, and take appropriate action on approving the Service Contract #202406 between Williamson County and Cleaning Guys, LLC for the amount of $2,904.33, and authorize the execution of the contract.

14. Discuss, consider and take any appropriate action on approving Amendment #2 for Jail Inmate Food Services contract #21RFP4 between Aramark Correctional Services, LLC and Williamson County to authorize price increase to provide jail inmate food service pursuant to Tex. Loc. Gov't Code 262.024(a)(8) and 351.001, for the same terms and conditions as the existing contract with an increase in the per-meal price detailed in the attached spreadsheet. Pricing shall be effective November 23, 2023 through November 22, 2024.

15. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside at Mayfield Ranch Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 24, 2023.

16. Discuss, consider, and take appropriate action on closing out bid process and not awarding IFB #23IFB94 Landfill Farm Lease Hutto-100 Acre Tract and accepting the only bidder's withdrawal request due to the land use adjustments presented by Waste Management.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Cross Culvert Replacements for FY24, under IFB #24IFB6.

18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Chandler Corridor (SH 130 to CR 101) Segment 1. This supplemental is to extend the expiration date to April 30, 2024 and increase the maximum amount payable to $42,350.00. Funding source: P599.

19. Discuss, consider and take appropriate action on approval of the final plat for The Cove Phase 1 subdivision – Precinct 4.

REGULAR AGENDA

20. 09:30 AM - Hold Public Hearing regarding setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2024 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

21. Discuss, consider and take appropriate action on setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2024 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

22. Discuss, consider and take appropriate action regarding an update on the Jail Standards report.

23. Discuss, consider and take appropriate action on a new Sr. Purchasing Specialist position for the Purchasing Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-001100	Non Departmental/FT Salary	$58,582.52
FROM	0100-0409-002010	Non Departmental/FICA	$4,481.56
FROM	0100-0409-002020	Non Departmental/Retirement	$9,402.49
FROM	0100-0409-002030	Non Departmental/Insurance	$9,600.00
FROM	0100-0409-004998	Non Departmental/Contingencies	$14,400.00
TO	0100-0494-001100	Purchasing/FT Salary	$58,582.52
TO	0100-0494-002010	Purchasing/FICA	$4,481.56

TO	0100-0494-002020	Purchasing/Retirement	$9,402.49
TO	0100-0494-002030	Purchasing/Insurance	$9,600.00
TO	0100-0494-003005	Purchasing/Office Furniture	$6,000.00
TO	0100-0494-003010	Purchasing/Computer Equipment	$4,500.00
TO	0100-0494-003011	Purchasing/Computer Software	$200.00
TO	0100-0494-003900	Purchasing/Membership Dues	$400.00
TO	0100-0494-004231	Purchasing/Travel	$200.00
TO	0100-0494-004232	Purchasing/Training	$3,000.00
TO	0100-0494-004350	Purchasing/Printed Materials	$100.00
FROM	0100-0409-002050	Non Departmental/Work Comp	$300.00
TO	0100-0494-002050	Non Departmental/Work Comp	$300.00

24. Discuss, consider and take appropriate action on approving revisions to the Purchasing Policy and Purchasing Manual to include updating the Oracle Purchasing Permission Process, adjusting the three-quote requirement threshold from $5,000 to $20,000 and adding Form 1295 to the agenda documentation for Purchasing contracts.

25. Discuss, consider, and take appropriate action on authorizing the Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior U.S. Geological Survey (USGS) and Williamson County, in the amount of $209,500.00, and execution of the agreement. Funding Sources are P383 and 2019 Road Bonds.

26. Discuss, consider and take appropriate action on an approval for Juvenile Services to apply for a grant through Texas Parks and Wildlife to provide outdoor programs for youth.

27. Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County EMS and RC Health Services.

28. Discuss, consider, and take appropriate action on approving agreement #202410 between Williamson County and SHI for Adobe Enterprise licenses and subscription renewals, for a total amount of $122,614.40 pursuant to Sourcewell contract #081419-SHI, valid through 10.30.24, and authorizing the execution of this agreement.

29. Discuss, consider, and take appropriate action on approving the agreement #202439 between Williamson County and Mythics, Inc. in the amount of $185,596.54, pursuant to DIR contract #DIR-TSO-4158, and authorizing the execution of this agreement.

30. Discuss, consider and take appropriate action on authorizing Work Order Agreement #202435 for Unified Enterprise Support Services with Microsoft Corporation per DIR Contract #DIR-CPO-4911 for the term of 11.01.23-10.31.24, in the amount of $136,230.44, and authorizing the execution of the agreement.

31. Discuss, consider, and take appropriate action on approving the annual support and maintenance agreement #202403, for Odyssey Judicial and Jail Software with Tyler Technologies, Inc. in the amount of $489,503.92 pursuant to Sourcewell cooperative contract #090320 TTI.

32. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $380,000.00 pursuant to Omnia Partners co-op contract #R211101.

33. Discuss, consider, and take appropriate action on approving purchase #202442 between Williamson County and Defender Supply for the total amount of $147,000.00, pursuant to Tarrant County ILA #2022-200, and authorizing the execution of the purchase.

34. Discuss, consider, and take appropriate action on authorizing Construction Contract #2023291 between Texas Fifth Wall Roofing Systems, Inc. and Williamson County for County Justice Center (CJC) North Roof replacement, in the amount of Four Hundred Ninety-Four Thousand, Three Hundred Seventy-Nine Dollars $494,379.00, pursuant to TIPS contract #21060301 and execution of the agreement. Funding Source is P615.

35. Discuss, consider, and take appropriate action on approving the purchase of six (6) pieces of Caterpillar Heavy Equipment from Holt Cat which includes one (1) Model: 140LVR Motor Grader, one (1) Model: CW34NN Pneumatic Roller, one (1) Model: 308 Excavator, one (1) Model: 420 Backhoe Loader, and two (2) Model: 289D3 Skid Steer fot the total amount of $1,072,682.00 pursuant to Sourcewell #032119-CAT, warranties included.

36. Discuss, consider and take appropriate action on the Williamson County Landfill Site Operating Plan Permit Modification.

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

38. Discuss, consider and take appropriate action on Contract Amendment No 7 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

39. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the On-Call Surveying Services between Williamson County and Austin Survey Company LLC dba Inland Geodetics relating to the 2019 Road Bond Program. Project: As-Needed by Work Authorization Fund Source: Road Bonds

40. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Studies (CAS), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 332 Realignment Project, a Road Bond Project in Commissioner Pct. 4. Project Number: P366

41. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Studies (CAS), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 314 Safety Improvements Project, a Road Bond Project in Commissioner Pct. 4. Project Number: P364

42. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $327,321.48 for Project 22IFB139 FM3349 at US 79 (James Construction Group) P: 332 Funding Source: Road Bond.

43. Discuss, consider and take appropriate action on an Agreement for the Acquisition of Replacement Electric Easements and use of the power of Eminent Domain by Williamson County for portions of the proposed Hero Way/RM 2243 project. Funding Source: Road Bonds P326

44. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.777 acres) required for the construction of CR 255. (Reeves/ Parcel 32) Funding Source: TANS P588

45. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.621 acres) required for the construction of Bagdad Rd./CR 279. (Action Propane, Inc./ Parcel 14) Funding Source: Road Bonds P343

46. Discuss, consider and take appropriate action on a real estate contract with Theron and Ellie Vaughan for 0.603 acres and 0.099 acres needed as right of way on the CR 314 project (Parcels 20 & 21). Funding Source: Road Bonds P364

47. Discuss, consider and take appropriate action on a real estate contract with Round Rock SH 130, LLC. for 12.314 acres of right of way needed for the Corridor B project. Funding Source: TANS P588

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)."

48. 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

49. 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

50. 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-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

5. 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

6. 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

7. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

8. 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

9. 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

10. 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

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

19. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

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.

51. 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).

52. 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).

53. 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)

54. Discuss and take appropriate action concerning economic development.

55. Discuss and take appropriate action concerning real estate.

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

a. General:

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

b. Litigation:

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-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
5. 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
6. 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
7. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
19. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

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.

57. 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.

58. Comments from Commissioners.

59. 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 20th day of October 2023 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 10/24/2023

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 the County Court at Law #1.

Background

County Court at Law #1 is requesting a temporary position for 10 days at $35/hour to assist with catch up on their workload and to provide specialized training. The Sr. Court Administrator recently departed without adequate notice. This left a gap in training in the family docket and the additional workload falling on one person. A retired court administrator specializing in family law has been located who can assist in both areas. The temporary position is essential to the operation of the Court which handles daily emergency orders in Child Protective Services' cases, protective order cases and family cases. Money is available in a visiting judge line which is typically used for vacation. Judge Hallford is willing to forego vacation in the event this line runs short at the end of FY24.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0426-004010	CCL#1/Visiting Judges	$3,014.20
TO	0100-0426-001107	CCL#1/Temp	$2,800.00
TO	0100-0426-002010	CCL#1/FICA	$214.20

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:18 AM
Form Started By: Ashlie Holladay		Started On: 10/13/2023 11:50 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 10/24/2023

Line Item Transfer 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 a line item transfer for Constable Pct. 1

Background

The approval of this line item transfer will allow a newly hired Deputy to receive the Basic Spanish language stipend ($50/month) effective 10/27/2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	RADIO EQUIPMENT > $5,000	$690.92
To	0100.0551.001914	BILINGUAL STIPEND	$558.54
To	0100.0551.002010	FICA	$42.73
To	0100.0551.002020	RETIREMENT	$89.65

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:49 AM
Budget Office	Saira Hernandez	10/19/2023 11:38 AM
Form Started By: Patrick Youngren		Started On: 10/18/2023 10:55 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/24/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Cervantes	10/19/2023 05:04 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:54 AM
Form Started By: Kayla Marek		Started On: 10/18/2023 03:46 PM
Final Approval Date: 10/19/2023		

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Fire Marshal Spec Ops-Hazmat	Assistant Fire Marshal.1811.001100.	15420	$102,151.69	5.00%	$5,107.58	$107,259.27	-	MERIT	13-Oct-23

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0542	001100	5,107.58		
01	0100	0542	002010	390.73		
01	0100	0542	002020	819.77		
01	0100	8004	001130		5,107.58	
01	0100	8004	002010		390.73	
01	0100	8004	002020		819.77	
01	0545	0545	001100		334.17	Reverse 10.13.23 LIT for merit not given to PCN 1887
01	0545	0545	001130	334.17		Reverse 10.13.23 LIT for merit not given to PCN 1887
01	0100	0540	001100		1,869.60	Reverse 10.13.23 LIT for merit not given to PCN 1627
01	0100	0540	002010		143.02	Reverse 10.13.23 LIT for merit not given to PCN 1627
01	0100	0540	002020		300.07	Reverse 10.13.23 LIT for merit not given to PCN 1627
01	0100	8004	001130	1,869.60		Reverse 10.13.23 LIT for merit not given to PCN 1627
01	0100	8004	002010	143.02		Reverse 10.13.23 LIT for merit not given to PCN 1627
01	0100	8004	002020	300.07		Reverse 10.13.23 LIT for merit not given to PCN 1627
01	0100	0494	001100		1,991.60	Reverse 10.13.23 LIT for merit not given to PCN 1216
01	0100	0494	001130	1,991.60		Reverse 10.13.23 LIT for merit not given to PCN 1216
01	0100	0581	001100		3,118.98	Reverse 10.13.23 LIT for merit not given to PCN 1894
01	0100	0581	002010		238.60	Reverse 10.13.23 LIT for merit not given to PCN 1894
01	0100	0581	002020		500.60	Reverse 10.13.23 LIT for merit not given to PCN 1894
01	0100	8004	001130	3,118.98		Reverse 10.13.23 LIT for merit not given to PCN 1894
01	0100	8004	002010	238.60		Reverse 10.13.23 LIT for merit not given to PCN 1894
01	0100	8004	002020	500.60		Reverse 10.13.23 LIT for merit not given to PCN 1894
01	0200	0210	001100		1,317.00	Reverse 10.13.23 LIT for merit not given to PCN 1591
01	0200	0210	001130	1,317.00		Reverse 10.13.23 LIT for merit not given to PCN 1591
01	0100	0492	001101		171.78	Reverse 10.13.23 LIT for merit not given to PCN 9954
01	0100	0492	001130	171.78		Reverse 10.13.23 LIT for merit not given to PCN 9954

Commissioners Court - Regular Session **6.**

Meeting Date: 10/24/2023

New Till for Animal Shelter Employee

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to establish an additional $100 cash drawer for Animal Services for a new employee.

Background

New till for new animal shelter employee.

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	10/19/2023 09:45 AM
Form Started By: Misty Valenta		Started On: 10/17/2023 10:34 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/24/2023

Appointment of Deputy Constable for Precinct 2

Submitted For: Jeff Anderson **Submitted By:** James Thomas, Constable Pct. #2

Department: Constable Pct. #2

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on the appointment of James A. McFall as Deputy Constable to fill a vacant position in the Precinct 2 Constable's Office.

Background

Constable Anderson is appointing James A. McFall to the open position of Deputy Constable in the Precinct 2 Constable's Office. James McFall is a licensed Texas Peace officer with over 14 years of law enforcement experience, with prior service at the Cedar Park Police Department and the Travis County Sheriffs Department. James McFall has completed all background checks for employment.

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	10/19/2023 09:50 AM
Form Started By: James Thomas		Started On: 10/18/2023 11:45 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 10/24/2023

Approval of Addendum #2 to Extend Questica Implementation Services for Budget 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 approving the addendum to which this will extend the services provided by Questica for the budget software implementation project and authorizing the execution of the Amendment.

Background

Approval of this Amendment will support the operations of the Williamson County Budget Office extending the agreement through 11/30/2023 to secure hours from the vendor's project implementation manager and facilitate completion of this project. The original contract was approved in Commissioners Court on 8/16/2022. No additional funds are needed. The attached Amendment describes in detail the professional services still needing to be performed. Funding source is 01.0100.0503.004100. The department point of contact is Ashlie Holladay.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum #2

Addendum #1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 10:31 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:42 AM
Form Started By: Kim Chappius		Started On: 10/16/2023 11:10 AM
Final Approval Date: 10/19/2023		



Contract/Terms Modification

Prepared for

Bill Gravell
Williamson County, TX

By

Katie Walker
GTY Software Inc., dba Questica Ltd.

October 10, 2023



Contract/Terms Modification

Questica

Estimate ID#: CO20231010 Rev: 1

October 10, 2023

Requirement:

Per section 2.5 of the Questica Software Subscription Agreement, the obligation to provide services expires the earlier of:

1) completion of the services described in the SOW
2) 12 months from the effective date of the relevant Order Form

Without amendment, this period expires on 31 October 2023.

Per section 2.1 of the Scope of Work, the fixed price cost includes the overhead of project management and analysis by Questica until the implementation services are delivered or 21 weeks contiguous from project kick-off, whichever occurs first. Without the amendment, project management services expired on 27-Feb-2023.

Williamson County will be going live with Questica Budget in October 2023.

The requirement is, therefore, to amend these contracted dates.

Description:

Questica's primary objective is to ensure that Williamson County fully adopts a budgeting system that meets or exceeds their needs and experiences excellent service in acquiring this system. In recognition of the productive partnership, Questica is waiving the contracted time limit to the provision of project management services. In addition, Questica is extending the provision of all services associated with the original implementation contract from 24 August 2023 to 30 November 2023.

Any project management or analysis services not covered by the maintenance and support agreement beyond 30 November 2023 shall be billable at Questica's standard services rate, which is currently $250/hr.

The remaining deliverables include:

1. Change Management Consulting Services
2. Operating Budget Export Integration
3. Configuration of Budgets (Scenarios)
4. HR Data Sync
5. Continuity Schedules for Grants
6. Forecasting & Variance Analysis
7. Performance Measurement
8. Administration Training
9. Administrator Authored Reporting Training
10. Train the Trainer: Performance Measures
11. FP PM services until 30-Nov-2023

Limitations:

Anything not explicitly mentioned in the above specification cannot be assumed as part of the work to be performed. Notwithstanding the above deliverables and deadlines, all Terms set out in the original agreement signed on 2022-08-17 are applicable.

© GTY Software Inc., dba Questica Ltd. October 10, 2023

Acceptance

Estimate ID#: CO20231010 **October 10, 2023**

Authorized Signature: _____

Authorized Name: _____

Organization Name: **Williamson County, TX** PO/Reference: _____

Date: _____

Upon accepting this offer, please scan and email back all pages of the signed Estimate and include an authorized purchase order, if applicable.

GTY Software Inc., dba Questica Ltd.

Authorized Signature: Brian Walker

Authorized Name: Brian Walker

Organization Name: **GTY Software Inc., dba Questica Ltd.**

Date: 10/16/2023

© GTY Software Inc., dba Questica Ltd. October 10, 2023

Contract/Terms Modification

Prepared for

Bill Gravell

Williamson County, TX

By

Jeff Bowden
GTY Software Inc., dba Questica Ltd.

July 6, 2023

Where brilliant begins.

Contract/Terms Modification

Estimate ID#: CO20230626 Rev: 1 July 6, 2023

Requirement:

Per section 2.5 of the Questica Software Subscription Agreement, the obligation to provide services expires the earlier of:

1) completion of the services described in the SOW
2) 12 months from the effective date of the relevant Order Form

Without amendment, this period expires on 24-Aug-2023.

Per section 2.1 of the Scope of Work, the fixed price cost includes overhead of project management and analysis by Questica until the implementation services are delivered or 21 weeks contiguous from project kick-off, whichever occurs first. Without amendment, project management services expired on 27-Feb-2023.

Williamson County will be going live with Questica Budget in October 2023.

The requirement is therefore to amend these contracted dates.

Description:

Questica's primary objective is to ensure that Williamson County fully adopts a budgeting system that meets or exceeds their needs, and experiences excellent service in acquiring this system. In recognition of the productive partnership, Questica is waiving the contracted time limit to the provision of project management services. In addition, Questica is extending the provision of all services associated with the original implementation contract from 24-Aug-2023 to 31-Oct-2023.

Any project management or analysis services not covered by the maintenance and support agreement beyond 31-Oct-2023 shall be billable at Questica's standard services rate, which is currently $250/hr.

Remaining deliverables include:

1. Change Management Consulting Services
2. Operating Actuals Import Integration
3. Operating Budget Export Integration
4. Amended Operating Budget Export Integration
5. Configuration of Change Requests
6. Configuration of Budgets (Scenarios)
7. Updates to Personnel Data (if required)
8. Configuration of Modifiers
9. Payroll Actuals Import Integration
10. HR Data Sync
11. Performance Measurement
12. Administration Training
13. Administrator Authored Reporting Training
14. Completion of Train-the-Trainer: Operating
15. Train the Trainer: Personnel
16. Train the Trainer: Performance Measures
17. PM support for go-live

Limitations:

Anything not explicitly mentioned in the above specification cannot be assumed as part of the work to be performed. Notwithstanding the above deliverables and deadlines, all Terms set out in the original agreement signed on 2022-08-17 are applicable.

© GTY Software Inc., dba Questica Ltd. July 6, 2023

Acceptance

Estimate ID#: CO20230626 **July 6, 2023**

Authorized Signature: Bill Gravell Jr.
Bill Gravell Jr. (Jul 20, 2023 07:22 CDT)

Authorized Name: Bill Gravell Jr.

Organization Name: **Williamson County, TX** PO/Reference: _____

Date: Jul 20, 2023

Upon accepting this offer, please scan and email back all pages of the signed Estimate and include an authorized purchase order, if applicable.

GTY Software Inc., dba Questica Ltd.

Authorized Signature: Alicia Holloway

Authorized Name: Alicia Holloway, Manager, Implementation - Budget

Organization Name: **GTY Software Inc., dba Questica Ltd.**

Date: July 7, 2023

© GTY Software Inc., dba Questica Ltd. July 6, 2023

Agenda Item #24, CC 7.18.23 Approval for Software Extension with Questica for Budget Office (Kim)

Final Audit Report 2023-07-20

Created:	2023-07-14
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZCqbL9o3Mg4Q2jntzGL-2xsMc1wnLOCd

"Agenda Item #24, CC 7.18.23 Approval for Software Extension with Questica for Budget Office (Kim)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-07-14 - 8:35:33 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-07-14 - 8:36:10 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-07-18 - 6:47:26 PM GMT- IP address: 166.198.250.43

Document signing delegated to Bill Gravell (Bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-07-18 - 6:47:53 PM GMT- IP address: 166.198.250.43

Document emailed to Bill Gravell (Bgravell@wilco.org) for signature
2023-07-18 - 6:47:53 PM GMT

Email viewed by Bill Gravell (Bgravell@wilco.org)
2023-07-19 - 12:51:55 PM GMT- IP address: 66.76.4.65

Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-07-20 - 12:22:10 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-07-20 - 12:22:13 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-07-20 - 12:22:13 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **9.**

Meeting Date: 10/24/2023

Approval of Agreement for Electronic Docket Display System Support from Infax, Inc. for Information Systems

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 #202414 for Williamson County and Infax, Inc. for the annual maintenance of the Electronic Docket Display System covering 10.01.23-09.30.24, in the amount of $12,700.00, and authorizing execution of the agreement exempting this purchase from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

Background

This agreement supports the ongoing operations of the Williamson County Courts for the Electronic Docket Display System. The Infax, Inc. Court Solutions system was awarded through RFP #15RFP108 in 2015. Equipment was upgraded earlier in 2021. System platforms include the Electronic Digital Display System, the Electronic Public Notice Display System and the Electronic Informational Kiosk System. The funding source is 01.0100.0503.004505 for FY24. The department point of contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax Electronic Docket Display Agreement

Infax 1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 09:08 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:34 AM
Form Started By: Misty Brooks		Started On: 09/29/2023 04:12 PM
Final Approval Date: 10/19/2023		

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

August 30, 2023

Ms. DeAnna Saucedo
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

RE: Infax System Support

Dear Ms. Saucedo:

The current system support for the Electronic Docket System at Williamson County, TX expires 9/30/23. For the renewal period 10/1/23 – 9/30/24 the pricing will be $12,700. This amount includes the new district courtroom.

The current pricing is based on no additional upgrades. Please let me know if you have any questions.

Sincerely,

Laurel Hill

Laurel Hill
Accounting Manager
lhill@infax.com

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM,** consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1.SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA with a two-hour response time. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement. Hardware will be covered by manufacturer's warranty.

3. CUSTOMER RESPONSIBILTIES: To receive support, CUSTOMER is responsible for complying with the following:

a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is $12,700. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for one year from the date of acceptance by INFAX; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT: Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any annual period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the annual fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern,

has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. GENERAL:
A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement.
B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
G. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.
H. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in the contract relevant to this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
I. VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern
J. TEXAS LAW APPLICABLE TO IDEMNIFICATION: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying the Customer's rights
K. TERMINATION FOR CONVENIENCE: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
L. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

10. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1

Infax
5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862
770.209.9925 Main
770.209.0671 Fax
Sales@Infax.com
www.Infax.com

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.

11. RIGHT TO AUDIT: INFAX agrees that licensee 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 INFAX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. INFAX agrees that licensee shall have access during normal working hours to all necessary INFAX facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give INFAX reasonable advance notice of intended audits.

12. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

13. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

14. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED:	**CUSTOMER:**
Signature: 	
Signature:_____	_____
Name: Daniel L. McWilliams	Name:_____
Title: CFO	Title:_____
Date: 10/13/2023	Date:_____

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5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862
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Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight Locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Alison Gleason Phone 512-943-1680

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10/1/2023 – 9/30/2024

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770.209.0671 Fax
Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. Page Layout Updates/Customization: INFAX will provide revisions as needed.

2. Server Maintenance: INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.

3. **Logo Integration**: No charge.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1083220

Date Filed:
10/13/2023

Date Acknowledged:
10/13/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Infax, Inc.
Alpharetta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202414
System Support Agreement 10/1/23 - 9/30/24

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **10.**

Meeting Date: 10/24/2023

Approval of Addendum for Timekeeper Software from immixTechnology, Inc. for Information Systems

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 #202416 Addendum to Terms and Conditions for immixTechnology, Inc. for workforce timekeeping software in the amount of $90,171.28, pursuant to DIR contract #DIR-TSO-4315.

Background

Approval of this item will support countywide workforce timekeeping through the immixTechnology, Inc. system, that provides access to Kronos. The annual maintenance agreement will cover the period from 11.01.23-10.31.24. Quote is attached outlining the different types of maintenance included in the purchase. Several licenses that were purchased in midyear in FY 23 come with a period of performance for one year. Those licenses are noted with services fees beginning 03.03.24 for this agreement period. Funding source is 01.0100.0503.004505 as per FY24 budget. Department contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

immixTechnology Timekeeper Addendum

immixTechnology 1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 10:39 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:49 AM
Form Started By: Misty Brooks		Started On: 10/02/2023 03:11 PM
Final Approval Date: 10/19/2023		

WILLIAMSON COUNTY
ADDENDUM TO TERMS AND CONDITIONS

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 ADDENDUM TO TERMS AND CONDITIONS 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 **immixTechnology, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted the Service Provider's Terms and Conditions, and the following changes shall be incorporated as if part of the agreement.

I.

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

II.

Tax Exemption: The County is a political subdivision under the laws of the State of Texas and claims exemption from sale 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.

III.

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

Commissioners Court, or the Williamson County Judge. 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.

IV.

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

V.

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

VI.

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 Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**IMMIX TECHNOLOGY, INC:**
_____	Tony Outsama
Authorized Signature	Authorized Signature
_____	Tony Outsama
County Judge/Presiding Officer	Printed Name
Date: _____ ____, 20____	Date: October 18th, 2023

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Shawna Simons
WILLIAMSON , COUNTY OF
Williamson County EMS
303 Martin Luther King
Georgetown, TX 78626
PH: 512-943-1498
ssimons@wilco.org

Contract No.: DIR-TSO-4315

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: [redacted]
Quote Date: 8/29/2023
Expiration Date: 11/1/2023

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Chanthakhoune, Eric
+1 571-384-3751 Eric.Chanthakhoune@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6042053

Manufacturer Contact: Figueira, Mary
978 947 4655 Mary.Figueira@Kronos.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com.

PLEASE REFERENCE THE 'NET TERMS' ON THE PURCHASE ORDER.

Included at no cost: 1 Workforce Integration Manager V8 to Telestaff

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	1950	$10.5500	$20,572.50
		Period of Performance: 11/1/2023 to 10/31/2024.					
2	8800177-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	1450	$7.1500	$10,367.50
		Period of Performance: 11/1/2023 to 10/31/2024.					
3	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	335	$82.6400	$27,684.40
		Period of Performance: 11/1/2023 to 10/31/2024.					
4	8800182-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **	1950	$8.2300	$16,048.50
		Period of Performance: 11/1/2023 to 10/31/2024.					
5	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	1850	$1.0500	$1,942.50
		Period of Performance: 11/1/2023 to 10/31/2024.					
6	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	100	$2.3300	$233.00
		Period of Performance: 11/1/2023 to 10/31/2024.					
7	8800187-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	10	$1.4300	$14.30
		Period of Performance: 11/1/2023 to 10/31/2024.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
8	8800188-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	10	$11.6300	$116.30
		Period of Performance: 11/1/2023 to 10/31/2024.					
						Group Total:	$76,979.00
9	99X9000-018	DIR-TSO-4315	HW MNT	Optional Depot Exchange Maintenance for ALL above In Touch / "KRONOS INTOUCH 9000 H2,STANDARD,KR B/C"** TRUSTED PRODUCT **	9	$229.2000	$2,062.80
		Period of Performance: 11/1/2023 to 10/31/2024.					
10	99X9000-018	DIR-TSO-4315	HW MNT	Optional Depot Exchange Maintenance for ALL above In Touch / KRONOS INTOUCH 9000 H3,STANDARD,KR B/C** TRUSTED PRODUCT **	11	$229.2000	$2,521.20
		Period of Performance: 11/1/2023 to 10/31/2024.					
11	99X9000-018	DIR-TSO-4315	HW MNT	Optional Depot Exchange Maintenance for ALL above In Touch / "UKG INTOUCH 9100 H4,STANDARD,KR B/C"** TRUSTED PRODUCT **	10	$229.2000	$2,292.00
		Period of Performance: 11/1/2023 to 10/31/2024.					
12	99X2000-001	DIR-TSO-4315	HW MNT	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **	3	$171.8900	$515.67
		Period of Performance: 11/1/2023 to 10/31/2024.					
13	99X9043-001	DIR-TSO-4315	HW MNT	Kronos Touch ID Biometric Option for InTouch H3 Depot Exchange / "TOUCH ID OPTION FOR H1/H2 INTOUCH"** TRUSTED PRODUCT **	5	$96.5000	$482.50
		Period of Performance: 11/1/2023 to 10/31/2024.					
						Group Total:	$7,874.17
14	ED-SUBSCRIPTION - 1501-2500	DIR-TSO-4315	TR	KnowledgePass Ed Services Subscription 1501-2500 (POP: 11/01/2023 - 10/31/2024)** TRUSTED PRODUCT **	1	$3,701.1100	$3,701.11
						Group Total:	$3,701.11
15	8800175-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	50	$6.9800	$349.00
		Period of Performance: 3/3/2024 to 10/31/2024.					
16	8800176-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT **	50	$2.7200	$136.00
		Period of Performance: 3/3/2024 to 10/31/2024.					
17	8800177-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	50	$4.7300	$236.50
		Period of Performance: 3/3/2024 to 10/31/2024.					
18	8800178-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	$54.6500	$546.50
		Period of Performance: 3/3/2024 to 10/31/2024.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
19	8800182-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **	50	$5.4400	$272.00
		Period of Performance: 3/3/2024 to 10/31/2024.					
20	8800185-000GM	DIR-TSO-4315	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	50	$1.5400	$77.00
		Period of Performance: 3/3/2024 to 10/31/2024.					
						Group Total:	$1,617.00

HARDWARE MAINTENANCE	$7,874.17
SW MAINTENANCE	$78,596.00
TRAINING	$3,701.11
Grand Total	$90,171.28

IM03757 - SID 6042053
11/1/23 - 10/31/24
3/3/24 - 10/31/24

Subject to the Terms and Conditions of Contract Number DIR-TSO-4315.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

All references to Kronos in these Terms and Conditions should be read as "Contractor (immixTechnology, Inc.), acting by and through its supplier, Kronos."

TERMS AND CONDITIONS FOR KRONOS PRODUCTS AND SERVICES

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

A. KRONOS GENERAL TERMS' SALES SOFTWARE, SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA) AND PROFESSIONAL SERVICES

B. KRONOS webTA SUPPORT POLICIES AND SERVICES

C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

D. KRONOS WORKFORCE CENTRAL SAAS TERMS

E. KRONOS WORKFORCE READY SAAS TERMS

F. KRONOS PROFESSIONAL AND EDUCATION SERVICES POLICIES

G. KRONOS SUPPORT SERVICES POLICIES (not applicable to WebTA Support)

H. KRONOS WORKFORCE TELESTAFF IVR SERVICE

I. WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

KRONOS GENERAL COMMERCIAL SALES TERMS

These supplemental terms and conditions apply to accepted order made to Contractor to all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order"). In addition to these terms the following sections apply for the different specific offerings: the terms of section A shall apply to the Software licensed and Equipment purchase, support and professional services, Section B shall apply to the Support services of the webTA Software; Section C shall apply to the Hosting Services purchased in relation with certain Software licensed under Section A; Section D shall apply to the Workforce central Saas Orders; Section E shall apply to the Workforce Ready Saas Order; Section G shall applicable to the Software and Equipment support services (except WebTA) and Section H shall apply to the Workforce Telestaff IVR order

SECTION A
KRONOS GENERAL TERMS' SALES SOFTWARE, SOFTWARE, PROFESSIONAL SERVICES AND SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA)

1. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Ordering Activity pays for a copy of the Software constitutes a license fee that entitles Ordering Activity to use the Software as set forth below. Contractor grants to Ordering Activity a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. Ordering Activity shall not use the Software if it is in breach of the terms of this Section A. Upon termination of this license Ordering Activity will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Ordering Activity's possession or control. This license is subject to all of the terms of this Section A of this Attachment A.

2. FEE BASED LIMITATIONS

Ordering Activity recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Ordering Activity. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Ordering Activity agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Ordering Activity's own business. Ordering Activity agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Ordering Activity pays the applicable fee for such increase/upgrade. Ordering Activity may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

3. OBJECT CODE ONLY

Ordering Activity may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section A of this Attachment A. Ordering Activity shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

4. PERMITTED COPIES

Ordering Activity may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Ordering Activity.

5. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

6. LIMITED WARRANTY

Contractor warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Specifications; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Ordering Activity is responsible for ensuring that Ordering
Activity complies with requirements of federal and state law where applicable. If Ordering Activity is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Ordering Activity is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Ordering Activity of any professional obligation concerning the preparation and review of such reports and documents, (iii) Ordering Activity does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Ordering Activity will review any calculations made by using such Software and satisfy itself that those calculations are correct.

7. PROFFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at established fixed hourly prices labor rates and described in a statement of work.

(b) WARRANTY

Contractor warrants that all professional and educational services performed under this Section A of this Attachment A shall be performed in a professional and competent manner. In the event that Contractor breaches this warranty, and Ordering Activity so notifies Kronos through Contractor within 30 days of receipt of invoice for the applicable services, the Ordering Activity's remedy and Contractor's liability shall be to re-perform the

services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Ordering Activity.

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES
Kronos' Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and are in Section F of this Attachment A. In the event of a conflict between the Professional Services Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment shall prevail.

8. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS
Ordering Activity may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum
Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Ordering Activity must purchase the same Service
Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

(b) TERM OF SOFTWARE SUPPORT
Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Renewal of support will be agreed by the issuance of a new order and Contractor accepting such order.

(c) GOLD SERVICE OFFERINGS
Ordering Activity shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that
Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor through Kronos. If Ordering Activity requests Contractor through Kronos to install such Updates or to provide retraining, Ordering Activity shall issue a new purchase order to Contractor for such installation or retraining at Contractor's then current prices.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Ordering Activity forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at http://www.kronos.com/services/support-services.aspx .

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Contractor through Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(d) PLATINUM AND PLUS SERVICE OFFERINGS:
Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Ordering Activities purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Ordering Activities purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Section A of this Attachment A at Ordering Activity's expense under a separate order.

Ordering Activities purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Ordering Activity location where the Software is installed. During this onsite visit, Contractor through Kronos shall work with Ordering Activity to identify ways to help Ordering Activity increase functionality or maximize utilization of the Software in Ordering Activity's specific environment. Ordering Activity must be utilizing the then-current version of the Software.

(e) ADDITION OF SOFTWARE
Additional Software purchased by Ordering Activity as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to this Section A of this Attachment A at the same support option as the then current Software support coverage in place under these terms. Ordering Activity agrees to pay the charges for such addition as per the Order.

(f) RESPONSIBILITIES OF ORDERING ACTIVITY
Ordering Activity agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Ordering Activity's reported Software problem. If Ordering Activity requires the use of a specific remote access technology not specified by Kronos, then Ordering Activity must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(g) WARRANTY
Contractor warrants that all support services shall be performed in a professional and competent manner.

9. EQUIPMENT SUPPORT SERVICES

The following terms and conditions shall supplement the terms and conditions of this Attachment A and shall govern the equipment support services provided by Contractor through Kronos to Ordering Activity. In the event of a conflict of inconsistency between the Section A of this Attachment A and this Section 9, the Section A of this Attachment A shall govern.

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide depot equipment repair support services ("Depot Support Services") for Ordering Activity's Kronos Equipment ("Product(s)") specified on an Order Form to and from locations within the United States and Puerto Rico pursuant to the following terms and conditions:

9.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in the Section A of this Attachment A entered into between Contractor and Ordering Activity.
Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") if agreed upon by the issuance of a new order and Contractor accepting such order.

9.2 PAYMENT

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation
Ordering Activity's "Spare Products" (as defined below), will be covered by the Depot Support Services or Service Packs. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Order Form, such additional Products shall be covered by the Depot Support Services.

9.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed product with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers can be found at http://customer.kronos.com/ContactUs htm and are subject to change. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of this Attachment A.

(a) Depot Exchange: Contractor through Kronos will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Ordering Activity's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Product is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by

Kronos, with the RMA supplied and promptly return failed Products directly to Kronos using the carrier specified by Kronos.

(b) Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Ordering Activity shall make every reasonable effort to return the failed Product using the same packing materials in which the original Product was sent. Upon receipt of the failed Product, Contractor through Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Product by regular surface transportation to Ordering Activity.

9.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION
If Ordering Activity purchase the Equipment service packs support, Kronos manufactured terminals specified on an Order, Ordering Activity shall be entitled to receive:
(a) Service packs for the Terminals (which may contain Terminal system software updates, firmware updates, security updates, and Terminal feature enhancements) available for download at Kronos' customer web site.
(b) Access to the Kronos Support Services Center for the logging of requests for assistance downloading equipment service packs for the Terminals; and

9.5 RESPONSIBILITIES OF ORDERING ACTIVITY
Ordering Activity agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Ordering Activity. In addition, Ordering Activity agrees to:

(a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;

(b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;

(c) Ensure that the Product(s) are returned to Kronos properly packaged; and

(d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

9.6 SUPPORT EXCLUSIONS
Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

(a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
(b) Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
(c) Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
(d) Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or (f) Ordering Activity's repair, attempted repair or modification of the Products.

Professional services provided by Contractor through Kronos in connection with the installation of any Software or firmware upgrades, if available, and if requested by Ordering Activity, are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Ordering Activity is maintaining the Product under an annual Depot Support Services plan with Kronos.

9.7 WARRANTY
(a) Depot Repair and Exchange warranty: Contractor warrants that all repairs performed under the Section A of this Attachment A shall be performed in a professional and competent manner.

ALL OTHER WARRANTIES FOR THE DEPOT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

(b) Services Pack support Warranty: Contractor warrants that all service packs and firmware updates provided under this Section A of this Attachment A shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

9.8 LIMITATION OF REMEDIES
To the extent permitted by law, the remedy of Ordering Activity and liability of Contractor shall be replacement of the repaired Product.

10. KRONOS SUPPORT SERVICE POLICIES
Kronos' Support Services Policies shall apply to all Support Services purchased and may be accessed in Sections B for the WebTa Software support services and Section G for the other products of this Attachment A. In the event of a conflict between the Support Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment A shall prevail.

11. EXPORT
Ordering Activity acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to

comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Software.

12. FIRMWARE

Ordering Activity may not download firmware updates for the Kronos Equipment unless Ordering Activity is maintaining such
Equipment under a support plan with Contractor. If Ordering Activity is not maintaining the Equipment under a support plan with Contractor, Contractor through Kronos shall have the right to verify Ordering Activity's Kronos Equipment to determine if Ordering Activity has downloaded any firmware to which Ordering Activity is not entitled.

13. TRAINING POINTS

Training Points which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at http://customer.Kronos.com and each session has the Training Points value indicated. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products and/or services.

14. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Ordering Activity's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

Product and upgrade information for project teams and end users
Hands-on interactive instruction on common tasks
Self-paced tutorials covering a range of topics
Job aids
Knowledge assessment and reporting tools to measure progress
Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Ordering Activity's Software Support, and shall renew for additional one (1) year terms provided Ordering Activity renews its KnowledgePass Education Subscription as provided below.

The KnowledgePass Subscription is available when the Ordering Activity subscribe on annual basis.

Limitations: Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity's internal use and may not disclose such KnowledgePass Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or

vary the KnowledgePass Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Ordering Activity employee who completes the TTT Program.

15. CONFIDENTIAL INFORMATION

Among other information that may be Confidential Information, the Ordering Activity hereby agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secrets.

16. GENERAL

(a) Ordering Activity shall not assign, transfer or sublicense the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(b) Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Ordering Activity is not entitled to any products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Section A of this Attachment.

(c) Use, duplication, or disclosure by the United States Government is of the Software, Documentation and any other type of technical data provided hereunder are commercial in nature and developed at private expense. The Software is licensed as Commercial Computer Software and subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable. Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in this Attachment A.

17. INSPECTION/ACCEPTANCE.

The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("Kronos") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

SECTION B
KRONOS webTA SUPPORT POLICIES AND SERVICES

1. General Information

- The current Gold Support standard policies and maintenance services for the Kronos webTA and Kronos Federal Apps families of products are listed below unless the Ordering Activity has different agreements in their existing contracts governing their maintenance support services. In the absence of a specific maintenance support services contract between Kronos and the client the maintenance support services listed in this document prevail.
- With respect to Kronos' separate product line of Workforce Central Software products and equipment, the standard policies and maintenance services can be found in Section G of this Attachment A
- Kronos webTA and Kronos Federal Apps customers are only eligible to receive Gold Support. Kronos Gold Plus, Platinum and Plus Programs are not available under webTA support and maintenance agreements.
- Kronos Gold Support does NOT include or provide non-business hours support in any form (see "Gold Support Coverage Period" section below for specifics). Should a client request non-business hours support then a client specific support contract and funding mechanism (p.o.) must be in place in advance of the support requested by the Client. Kronos cannot guarantee or commit that it will have personnel available to provide non-business hours support, even if a Client specific contract and funding mechanism is in place, without 3 business day prior notice of the support requested and confirmation from the Client contracting officer that a p.o. is in place to pay for non-business hours billed by Kronos. If Kronos agrees with Client specific contract to provide non-business hours support then the client specific non-business hours support contract will include at a minimum that Kronos will consider all non-business hours requests as on-call requests and will bill the Client for all on-call hours for all Kronos personnel involved.

2. Product Coverage

Ordering Activities must purchase the same software support service type for all Kronos webTA software products and/or Kronos Federal Apps for each installation. The Kronos webTA and Kronos Federal Apps families of products are solely and exclusively sold to entities within the U.S. Federal Government. The Supported Product List for the Kronos webTA and Kronos Federal Apps families of products is as follows:

Kronos webTA Products v3 and v4 (legacy):

- Kronos webTA – time, attendance & leave management
- Kronos webLM –project tracking & costing
- Kronos webTA Services – interoperability, interfacing, SOA, API
- Kronos webTA Report Server V3 only– web based reporting server
- Kronos webTA Reports V3 only– web based webTA reporting

- Kronos webTA Reports V4 only– web based webTA reporting
- Kronos webTA Smart-time – required for time in/time out time, suggestion based attendance & leave
- Kronos webTA Guide – service enabled on line training module (available for capacity add only, existing installations)
- Kronos webLD – labor activity & task distribution tracking & costing
- Kronos webCT – case activity & task tracking & costing

Kronos Federal Apps v4.2 Only (legacy):

- Kronos FedTC – employee role only time card data collection & submission
- Kronos FedLPP – employee role only leave & premium pay request data collection & submission
- Kronos FedTITO – employee role only time in/time out time card data collection & submission
- Kronos FedSP – supervisor role only time card, leave & premium pay certification

Kronos webTA Products v5:

- Kronos webTA V5 – time, attendance, and leave management
- Kronos webTA Smart-time V5 – required for time in/time out, suggestion base attendance & leave
- Kronos webLM V5– project tracking & costing
- Kronos webLD V5 – labor activity & task distribution tracking & costing
- Kronos webCT V5– case activity & task tracking & costing
- Kronos webTA Web Services V5 – interoperability, interfacing, SOA, API
- Kronos webTA Reports V5 – web based webTA reporting

Kronos webTA and Kronos Federal Apps Families of Products

Contractor through Kronos only provides maintenance service support for the current version and release of the Kronos webTA and Kronos Federal Apps (for example, v5) and the immediate prior supported versions and releases (for example, v3.8, v4.1, v4.2) of the Software. Resolution of an issue may require that an Ordering Activity upgrade to the current release or version of the Software.

Kronos defines Version, Service Pack, and Patch as follows –

- Version: A software product upgrade that includes major new features or functionality.
- Service Pack: A software product upgrade that includes minor new features or functionality as well as defect repairs, bundled into a single update. Service Packs are cumulative - Service Pack "N" will, at minimum, include all of the changes delivered in Service Pack N-1.
- Patch: a defect repair for a Blocker Priority issue, delivered in advance of the next Service Pack.
  Note: the software product hierarchy is: Version, Service Pack, Patch

  Note: Kronos reserves the right to make any changes it deems necessary for bug fixes or core features at their sole discretion. If a customer is receiving a service pack, Kronos will determine the scope of the service pack, considering the customers' inputs, but the final scope will be determined by Kronos alone.

3. Support Exclusions

Kronos Gold Support service does not include service to the Software resulting from, or associated with any of the following. Kronos will consider any request for any work associated with any aspect of the following out of scope for this agreement and therefore treated as a professional services engagement to diagnose and address subject to the Contractor's current Kronos Professional Service rates. Kronos requires written acknowledgement from Ordering Activity's authorized representative before commencing troubleshooting efforts.

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos or intended use; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos, including all middleware, authentication tools, security tools, and database changes and configurations; or
8. If a client alters the database in any manner on their own without partnering with Kronos then the maintenance support and warranties are no longer valid; or
9. Re-programming, including reconfiguration of the Software or any work on Ordering Activity's database.
10. Kronos will support or implement Software under the currently supported releases of 3rd party vendor infrastructure products (database, operating, and application software) only; or
11. Code developed by the customer, or by any consultant or contractor, which is not authorized by Kronos.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the Contractor's current Kronos Professional Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, pay plans, work schedules, accounting structures, workflows, role definitions, scripts, and interfaces. Creating New Business Rules
    a. Terminal Programming and Cold Start
    b. Pay Period Changes
2. IT related maintenance or external system configurations, analysis, and troubleshooting
    a. Unsupported Operating System, Database, or Software
    b. Database Software upgrades or troubleshooting
    c. Middleware upgrades or troubleshooting
    d. Performance related issues caused by non application events
    e. SSO Requirements or support
    f. Load Balancing configuration or support
    g. Monitor/management tools

   h. Internet security consulting/firewall integration or POAM support and remediation
   i. API/XML consulting
   j. Web Services consulting
   k. IT process review (backup, refresh, etc.)
   l. VMWare (Virtual Machine)
   m. All hardware (other than Kronos hardware)
3. Programming, modifying, implementing, training or troubleshooting the following:
   a. Data integration interfaces
   b. Custom Reports
   c. Custom Application extensions
   d. Creating SQL queries
   e. Modifying SQL queries created by Kronos or Ordering Activity
   f. Migrating SQL queries prior versions
4. Editing templates and creating new templates
5. Installing or reinstalling Applications such as, but not limited to:
   a. Adding a workstation
   b. Moving the Kronos application
   c. Reinstalling following a hard drive crash
   d. System Restoration after hardware failure
   e. Virus Protection and Spyware
6. Database Administration Maintenance or Services such as, but not limited to:
   a. Database maintenance scripts
   b. Writing or customizing database scripts for data reporting and/or retrieval
   c. Performance Tuning
   d. Sizing
   e. Load balancing
   f. Data warehouse, data mart, cloud computing, data mashing consulting
   g. Disaster Recovery (other catastrophic failure)
   h. Database backup strategy and/or setup
   i. Troubleshooting or error remediation
7. Establishing or maintaining a Non-Production Environment such as, but not limited to:
   a. Test environments, i.e., application servers, database servers
   b. Demonstration environment
   c. Training environment
   d. Stage environments
   e. Disaster recovery environments
8. Troubleshooting Environmental Issues such as, but not limited to:
   a. Operating System
   b. Network Issues
   c. Load Balancing
   d. Firewalls
   e. Servers
   f. Workstations

g. Alternate sign on processes, such as single sign on or e-Authentication

9. Custom Reports or Custom Application Extensions
10. Implementation or configuration services related to upgrading product such as, but not limited to:
    a. Software implementation
    b. Porting custom software (i.e., reports)
    c. Change management
    d. Training
    e. New functionality deployment
    f. Application interfaces
11. Service to Kronos modified software is not provided, unless otherwise specified on the applicable Statement of Work and Purchase Order for such modified software.
12. Importing new data or developing additional interfaces
13. Load balancing configuration
14. Virtual server configuration

4. Support Discontinuance - End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Contractor through Kronos would no longer provide any type of support for the discontinued Software - no calls accepted, and no patches, bug fixes or changes in any form will occur no matter the Ordering Activity issue. The Ordering Activity is eligible to receive the next version or release of the Software as long as they are current on their maintenance support services payment and their current Software is not yet discontinued.

If the customers current Software has been discontinued and the client is current on their maintenance, but the Ordering Activity has not upgraded to the new version or release by the date of discontinuance of support, then the client will have to purchase new licenses of the Software. Kronos would provide a credit toward the purchase new licenses by the unused portion of their maintenance payment.

If the Ordering Activity does not remain current on their maintenance support services before the discontinuance of support, then they will not receive the next version or release of the Software until they reinstate their licenses of the Software. The client must become current on their maintenance and upgrade to the new version or release before the discontinuance of support date to avoid having to purchase new licenses of the Software.

If the Ordering Activity did not remain current on their maintenance support services and did not become current on their maintenance supports services before the discontinuance of support, then they will not receive the next version or release of the Software until they purchase new licenses of the Software.

All Professional Services required to perform Software upgrades will be billable engagements at the then current Kronos rates.

5. *Reinstatement of Support Services*

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay the price for the Support service for such lapsed or un-procured time period, plus the current support fee for the support option being purchased by Ordering Activity.

6. *Gold Support Service Coverage Period*

Contractor through Kronos provides maintenance support services to their customers during regular business hours. Regular business hours are defined as weekdays, Monday through Friday, between 9 a.m. and 5 p.m. Eastern Time, except on Kronos holidays and Federal holidays.

Contractor through Kronos will provide on-call Tier 2 and Tier 3 help desk support to diagnose and correct Kronos webTA and/or Kronos Federal App system problems and bug fixes to the initial configured as tested, accepted, and deployed baseline release. The primary means of support is a 24-hour web interface to an electronic case management system. Support requests can be submitted at https://community.kronos.com or by calling our toll-free number, 800-394-4357. Support requests are forwarded to the appropriate support staff. Any requests submitted by phone will also be entered into the Kronos tracking system and managed via that system until the issue is resolved. As Kronos works to resolve issues submitted either by phone or entered directly into tracking system, all subsequent updates and statuses, reported by both the client and Kronos, will be posted and managed through the Kronos tracking system only.

A client must identify 1 or more individuals as designated webTA Administrators to fulfill that role as identified in the webTA software. A client must document these individuals by name & contact information. The trained webTA Administrators are the only authorized individuals to enter tickets into the Kronos tracking system, unless otherwise agreed upon and documented by the client and Kronos. Kronos support personnel will work with the client's webTA Administrators to assure that the client has thoroughly researched an issue on the clients end so that the client webTA Administrators can verify & document that it is truly a Kronos webTA issue that requires resolution.

7. Priority Based Support

Contractor through Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Federal Support has set up the following guidelines to assess the priority of each service request:

1. High Priority: These items are further defined as a critical outage. A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:
    a. Production is down and unable to sign-off Time Cards
    b. Crashes of the system
    c. Loss of data
    d. Severe memory leak
    e. No workaround is available

2. Medium Priority: This is a serious Ordering Activity issue which impacts ability to utilize the product effectively such as:
    a. Intermittent or inconsistent functionality results or data accuracy
    b. System performance is inconsistent or fluctuates
    c. A workaround is available.

3. Low Priority: Non-critical problems are generally Use and Usability issues and or "how to" questions such as:
    a. Data display inaccuracies or inconsistencies
    b. How do I set up a holiday pay rule?
    c. How do I run a report?
    d. Misspells
    e. Misaligned text
    f. Other cosmetic problems

8. *Response Time*

Response time shall mean from the time the case priority is set by Kronos' Federal Support Center until a Kronos support representative contacts the Ordering Activity, either by phone or via the Kronos tracking system during regular business hours, to begin service. Kronos utilizes a priority based support focus. Customers will be serviced during regular business hours in accordance with the following guidelines:

High Priority – 2 hours
Medium Priority – 4 hours
Low Priority – 8 hours
All response times are business hours.

9. *Critical Outages*

Kronos Federal Support will provide continuous effort on all high priority critical outage events through either bug identification, the development of a workaround or problem resolution. *On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Federal Support engineer during this period. Support outside the scope of the services agreement is billable at the applicable Kronos rates and will require a separate order. If the critical outage is the result of or related to any factor listed in the Support Exclusions section of this agreement, then they are considered outside the scope of the services agreement and will require a separate order.*

SECTION C
APPLICATION HOSTING ADDENDUM SUPPLEMENTAL TERMS AND CONDITIONS

All references to Kronos in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Kronos Incorporated.”

This Application Hosting Addendum of Supplemental Terms and Conditions (the "Addendum") applicable for hosting services ordered by the Ordering Activity for Kronos Software licensed under Section A of this Attachment A.

1. DEFINITIONS

"Application Hosting Program" or "Program" means (i) accessibility to the commercially available object code version of the Kronos hosted applications, as set forth in the Managed Services SOW, by means of access to the password protected Ordering Activity area of the Kronos hosting environment, and (ii) all Hosting Related Services.

"Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Ordering Activity content shared or processed on equipment under the control of Kronos or a Supplier.

"Hosting Related Services" means certain services set forth in a statement of work containing hosted related services (the

"Managed Services SOW"), such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or managed services and maintenance services related to hosting.

"Initial Term" means the initial term for which Kronos shall provide the Program to Ordering Activity and as set forth in the applicable Managed Services SOW executed by Ordering Activity.

"Internal Use" means the use of the Program: (i) by Ordering Activity's personnel solely for Ordering Activity's internal business purposes and (ii) by any authorized employee, agent or contractor of Ordering Activity to process information relating to Ordering Activity's employees assigned to, or potential employees of, Ordering Activity's authorized business unit(s), solely for the internal business purposes of such business unit(s).

"Monthly Service Fee(s)" means the monthly fees described in the Managed Services SOW and set forth on the applicable Order Form, which shall include all Hosting Related Services fees.

"Order Form" means the order request form supplied by Ordering Activity that lists the Upfront Fees and Monthly Service Fees for the elements of Ordering Activity's particular Program.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Production Environment" means a permanent environment established for the daily use and maintenance of the Application in a live environment throughout the term of a Program.

"Services Commencement Date" means that the earlier of (a) the date the Software will be ready to be transferred to the hosted environment, as mutually agreed by the parties in writing or (b) 90 days after the Effective Date. Notwithstanding the foregoing, the Services Commencement Date for software hosted in a Temporary Environment shall commence seven (7) days after the Effective Date. For Ordering Activity ordering additional Programs, the Service Commencement Date for the products list on that which is incremental to Ordering Activity's existing products shall be the date this Order Form is executed

"Service Description" means the detailed service description (including any supplementary service terms) specified in the Managed Services SOW which sets forth the specific Program to be provided to the Ordering Activity.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Program.

"Temporary Environment" means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable Managed Services SOW as a Temporary Environment.

"Upfront Fees" means the one time, Ordering Activity-specific infrastructure set-up fees as indicated on the Order Form that will be charged to Ordering Activity to enable access to the Program.

2. MANAGED SERVICES STATEMENT OF WORK

The description of the particular Program ordered by the Ordering Activity, the Program term, the Monthly Service Fee rates, the Upfront Fees and other fees, if any, applicable to the Program are described in the applicable Managed Services SOW and Order Form. Kronos will not change the Monthly Service Fee rates it charges for Ordering Activity's existing Program, or the SLA, during the Initial Term. Thereafter the changes applicable charges may change to the extent consistent with the pricing.

3. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

4. MAINTENANCE ACCESS

If Contractor through Kronos, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair the Program, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

5. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; ORDERING ACTIVITY OBLIGATIONS

5.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity's Content in the Program.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity's Content will not: (a) infringe or violate any thirdparty right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

5.3 Ordering Activity will, at its own cost and expense, provide all equipment, operating systems, and software (including a web browser) not provided by Contractor through Kronos and needed to access and use the Program in accordance with the technical requirements set forth in the Managed Services SOW. Ordering Activity will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Ordering Activity accessing the Program, unless such connectivity services are purchased from Contractor as indicated on the Managed Services SOW and Order Form.

5.4 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

6. INTERNET ACCESS

6.1 If Ordering Activity purchases from Contractor dedicated internet connectivity to utilize the Program, such dedicated access into the hosting center will be delivered to Ordering Activity.

6.2 If Ordering Activity uses open internet connectivity or Ordering Activity-supplied VPN internet connections to access the Program, Ordering Activity acknowledges that the performance and throughput of the internet connection cannot be guaranteed by Contractor through Kronos, and variable connection performance may result in application response variations.

6.3 Ordering Activity hereby acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with
Contractor, Kronos, its Suppliers or any of its affiliates, and that it is a separate network of computers independent of Contractor and Kronos. Access to the internet is dependent on numerous factors, technologies and systems, many of which are beyond Kronos' authority and control. Ordering Activity acknowledges that Contractor or Kronos cannot guarantee that the internet access services chosen by Ordering Activity will meet the level of up-time or the level of response time that Ordering Activity may need. Ordering Activity agrees that its use of the internet access services and the internet is solely at its own risk, except as specifically provided in this Addendum, and is subject to all applicable local, state, national and international laws and regulations.

7. COMMENCEMENT OF PAYMENT.

In consideration of the delivery of the Program, Ordering Activity shall pay Contractor the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the Services Commencement Date, and shall be invoiced monthly. In addition, Ordering Activity shall be billed the one time set-up fee and any additional Upfront Fees set forth in the applicable Order Form. Ordering Activity acknowledges that the billing commencement date does not coincide with implementation completion, final configuration, or go-live.

8. LIMITATION OF LIABILITY

KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

IN ADDITION TO THE LIMITATIONS SET FORTH, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS
NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY
RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. DATA SECURITY

9.1 As part of the Program, Contractor through Kronos shall provide those Kronos security-related services described in the Managed Services SOW. Ordering Activity acknowledges that the security-related services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular securityrelated service as just one tool to be used as part of an overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties.

9.2 All Personally Identifiable Data contained in any Software, Equipment or systems supplied by Contractor through Kronos, or to which Contractor through Kronos has access to under this Addendum, as between Contractor and Ordering Activity, is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity hereby consents to the use, processing and/or disclosure of Personally Identifiable Data only for the purposes described herein and to the extent such use or processing is necessary for Contractor through Kronos to carry out its duties and responsibilities under this Addendum or as required by law.

9.3 Prior to initiation of the Program and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor through Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity and which could be imposed on Kronos as a result of provision of the Program. Ordering Activity will ensure that:
(a) the transfer and storage of any Personally Identifiable Data to Kronos and managed by Kronos' or Supplier's data center is legitimate under applicable data protection laws and regulations; and (b) Ordering Activity will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.4 At no cost to Ordering Activity, Contractor through Kronos shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Program, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, all Personally Identifiable Data.

10. TERMINATION

10.1 Upon termination, Contractor shall have not obligation to continue to provide the Program. Failure to make payment of the Program fees or of any other default of the Ordering Activity shall not constitute a waiver by contract of any such fees or other fees which remain unpaid.
10.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

SECTION C-1
CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

This Section C-1 shall apply to Cloud Hosting Services purchased in relation with certain Software licensed under Section A provided that the initial Cloud Services were ordered after October 2016.

Ordering Activity has ordered with Contractor to acquire licenses to certain Kronos software applications, as well as equipment and related services under Section A and Ordering Activity desires to use those Kronos software applications in Kronos' managed cloud environment (the "Kronos Private Cloud") in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Contractor desires to assist Ordering Activity in doing so. The parties agree as follows:

1. DEFINITIONS

"Application(s)" means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Ordering Activity is only hosting a portion of the Applications for which Ordering Activity has a perpetual license) and which are made accessible to Ordering Activity for use in the Kronos Private Cloud under the terms of this Section C-1.

"Billing Start Date" means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

"Cloud Services" means access to the password protected Ordering Activity area of the Kronos Private Cloud and those services related thereto such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto, all as further described Exhibit D-1 of Section D.

"Ordering Activity Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Kronos Private Cloud.

"Initial Term" means the initial term of the Cloud Services as indicated on the Order Form.

"Monthly Services Fee(s)" means the monthly fees described in the applicable Order Form.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by
Ordering Activity and to be provided by Contractor, including without limitation the prices and fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Production Environment" means a permanent environment established for the daily use and maintenance of the Applications in a live environment throughout the Term.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"SLA(s)" means a service level agreement offered by Contractor for the Production Environment and attached to this Section C-1 as Exhibit C-1.1 which contains key service level standards and commitments that apply to the Kronos Private Cloud.

"SLA Credit" means the credit calculated in accordance with the SLA and offered by Contractor in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

"Supplier" means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services.

"Temporary Environment" means a transient database environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

"Term" means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

2.1 During the Term, Contractor will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.

2.2 Reserved.

2.3 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.4 Ordering Activity may terminate the Cloud Services in accordance with the procedures set-forth in FAR 52.212-4.

2.5 At no cost to Ordering Activity, Contractor shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Cloud Services, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, Ordering Activity's Content.

3. CLOUD SERVICES, FEES AND PAYMENT

3.1 In consideration of the delivery of the Cloud Services, Ordering Activity shall pay Contractor the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. This Monthly Services Fee shall begin to accrue on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form.

3.2 Reserved.
3.3 Ordering Activity may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Contractor. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Ordering Activity and Contractor.

4. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Kronos Private Cloud, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Section C-1 or use the Cloud Services for any purpose other than Ordering Activity's internal business purposes on behalf of Ordering Activity's authorized business unit(s).

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Ordering Activity pays for annual maintenance and support under the Section A of the Attachment A. Ordering Activity must maintain the Software under an active maintenance plan with Contractor throughout the Term. If Contractor, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair access to the Kronos Private Cloud, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as permitted by Ordering Activity's applicable security policies.

6. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; AND ORDERING ACTIVITY OBLIGATIONS

6.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity's Content in the Kronos Private Cloud.

6.2 Ordering Activity represents and warrants to Contractor that Ordering Activity's Content will not: (a) infringe or violate any thirdparty right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

6.3 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide unauthorized access to the Kronos Private Cloud to any third party; (b) use the Kronos Private Cloud on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Kronos Private Cloud or Cloud Services; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to

derive source code from, the Cloud Services or any software components of the Cloud Services; (e) use, or allow the use of, the Kronos Private Cloud in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Kronos Private Cloud any virus or other code or routine intended to disrupt or damage the Kronos Private Cloud, alter, damage, delete, retrieve or record information about the Kronos Private Cloud, Cloud Services or its users; (g) excessively overload the Kronos Private Cloud; (h) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Kronos Private Cloud.

7. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Contractor and Contractor' representatives with physical or remote access to
Ordering Activity's computer and network environment as mutually agreed upon may be reasonably necessary in order for Contractor to perform its obligations under the Agreement. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Agreement.

8. SERVICE LEVEL AGREEMENT

Contractor shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference.
ORDERING ACTIVITY'S SOLE AND
EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT C-1.1.

9. LIMITATIONS

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE SECTION A OF ATTACHMENT A, EXCEPT WITH RESPECT TO
LIABILITY ARISING FROM CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES,
TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

10. DATA SECURITY

10.1 As part of the Cloud Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described Exhibit D-1 of Section D. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of

Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section A and C-1 of this Attachment A.

10.2 As between Ordering Activity and Contractor, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Contractor and Contractor' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Contractor' duties and responsibilities under the Agreement or as required by law.

10.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to
Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Cloud Services. Ordering Activity will ensure that: (a) the transfer to Contractor and storage of any Personally Identifiable Data by Contractor or Contractor' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

EXHIBIT C-1.1
SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Cloud Services are provided with the service levels described in this Exhibit C-1.1. SLAs are only applicable to Production Environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity's Production Environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Ordering Activity in
Ordering Activity's Production Environment and end when Contractor through Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied for the affected month
<99.75% to 98.75%	10%

<98.75% to 98.25% 15%
<98.25% to 97.75% 25%
<97.75 to 96.75% 35%
<96.75 50%

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the Applications for reasons other than an Excluded Event.

“Excluded Event” means any event that results in an Outage and is caused by (a) the acts or omissions of Ordering Activity, its employees, Customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity’s source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as set forth at FAR 52.212-4(f); d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit C-1.1 is attached; (f) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

“Maintenance Period” means scheduled maintenance periods established by Kronos to maintain and update the Applications, when necessary. During these Maintenance Periods, the Applications are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Applications available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Cloud Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)
Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Ordering Activity and Kronos.

“Monthly Minutes (MM)” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the Applications are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if (a) Ordering Activity is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which Service Credit accrues. Ordering Activity waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Applications and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Applications than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION D
WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the "Order Form"). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section D of the Attachment A apply for all order forms for the services Workforce Central SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section D" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section D.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form.
Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section D which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Cloud Services" means those services related to Ordering Activity's cloud environment such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security

services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described in Exhibit D-1

"Ordering Activity Content" means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services or Applications.

"Equipment" means Kronos equipment specified on an Order Form.

"Implementation Services" means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. The professional and education services are described in the Statement of Work and will be provided as set forth on the Order Form and Statement of Work.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"KnowledgePass Content"/"KnowledgePass Education Subscription" have the meanings ascribed in Section 7.5.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Renewal Term" means one year or such other renewal term of the Services as indicated on the Order Form.

"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

"Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Contractor and Ordering Activity.

"Supplier" means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Contractor which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

"Training Points" has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section D by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for Services and Implementation Services not delivered by Contractor;

(b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect, and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term), Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period, Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;

(d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and

(e) All provisions in the Section D of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Contractor offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. . All other Contractor offerings will be invoiced upon execution of the applicable Order Form by Contractor and Ordering Activity. All payments shall be sent to the attention of Contractor as specified on the invoice. Except as expressly set forth in this Section D, all amounts paid to Contractor are non-refundable.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Section D of the Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software,

libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity may use the Application in object code only and shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license Section D found at http://www.redhat.com/licenses/jboss_eula.html. Ordering Activity acknowledges that execution of separate third party agreements may be required in order for Ordering Activity to order and use certain add-on features or functionality, including without limitation tax filing services.

4.2 Ordering Activity acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Ordering Activity agrees not to use any other modules or features nor increase the number of employees and users unless Ordering Activity pays for such additional modules, features, employees or users, as the case may be. Ordering Activity may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Contractor' licensors or Suppliers, is granted hereunder.

4.3 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section D of this Attachment A; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

4.5 When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering
Activity complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Ordering Activity is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Ordering Activity of any professional obligation concerning the preparation and review of any reports and documents, (iii) Ordering Activity does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Ordering Activity will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Section D of this Attachment A.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering
Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Contractor through Kronos and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section D of this attachment A and Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section D
of the Attachment A and Order Form.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Contractor through Kronos will provide the Implementation Services to Ordering Activity. In the event that Contractor is required to travel to Ordering Activity's location during the implementation, Ordering Activity agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Contractor in accordance with these terms. Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Section D of the Attachment A, the terms of this Section D of the attachment A shall prevail.

7.2 Additional Services. Ordering Activity may engage Kronos through Contractor to provide other services which may be fixed by activity or provided on a time and material basis, both based on the prices established in this Contract and the applicable Order.

7.3 Support. Kronos through Contractor will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Ordering Activity may log questions online via the Kronos customer Portal. As part of such support, Kronos will make updates to the Services available to Ordering
Activity at no charge as such updates are released generally to Contractor' customers. Ordering Activity agrees that Contractor may install critical security patches and infrastructure updates automatically as part of the Services. Section G of this Attachment A (Support Policies and Services) shall apply to all Support Services provided by Contractor ("Support Policies"). In the event of a conflict between the Support Policies and this Section D of this Attachment A, the terms of this Section D shall prevail.

7.4 Support Services for Equipment. Provided Ordering Activity has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Ordering Activity may select, if and as indicated on an Order Form, an Equipment Support Services option offered by Kronos for supporting the Equipment if and as such offerings are available within the Contractor territory corresponding to the Equipment's location. Contractor shall provide each Equipment Support Services offering as specified herein.

(i) Depot Exchange and Depot Repair. If Ordering Activity has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Ordering Activity shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Ordering Activity is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, Ordering Activity shall install a Spare Product (as defined below) to replace the failed Equipment. Ordering Activity shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Ordering Activity shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Ordering Activity shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Contractor shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Equipment by regular surface transportation to Ordering Activity.

(ii) Device Software Updates Only. If Ordering Activity has selected Device Software Equipment Support Services, Ordering Activity shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Contractor Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Equipment under an annual Equipment Support Services plan with Kronos; and

(B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) Warranty. Contractor warrants that all service packs and firmware updates provided under Section D of this Attachment A shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

(c) Responsibilities of Ordering Activity. It is Ordering Activity's responsibility to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Equipment at Ordering Activity's locations in order for Ordering Activity to continue its operations while repairs are being performed and replacement Equipment is being shipped to Ordering Activity. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Ordering Activity agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Ordering Activity. In addition, Ordering Activity agrees to:

(i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;

(ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;

(iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;

(iv) Ensure that the Equipment is returned to Kronos properly packaged; and

(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) Delivery. All domestic shipments within the United States are FOB Destination to/from Ordering Activity and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form, Contractor through Kronos will provide Ordering Activity with the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Contractor (the "KnowledgePass Content"). Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity's internal use. Ordering Activity may not disclose such KnowledgePass Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of training kits solely for Ordering Activity's internal use.

7.6 Training Points. "Training Points" which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Contractor through Kronos. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Ordering Activity, Ordering Activity's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www kronos.com/products/workforce-central-saas/training-guidlines.aspx. Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Ordering Activity.

7.8 Technical Account Manager. Ordering Activities purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Ordering Activity will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Kronos training for the Applications covered under Section D of this Attachment A at Ordering Activity's expense.

8. ORDERING ACTIVITY CONTENT

Ordering Activity shall own all Ordering Activity Content. Contractor through Kronos acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section D of this Attachment A and applicable law.

9. EQUIPMENT

If Ordering Activity purchases or rents Equipment from Contractor, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment Ordering Activity rents from Contractor:

a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under Section D of this Attachment A and Order Form.

b) Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the
Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations under the Section D of this Attachment A and Order Form.

c) Location/Replacement. Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall, subject to the Ordering Activity's security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

d) Ownership. All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph (d).

e) Equipment Support. Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.

f) Return of Equipment. Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted. If Ordering Activity fails to return Equipment within this time period, Contractor shall invoice Ordering Activity for the then list price of the Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment Ordering Activity purchases from Contractor:

a) Ownership and Warranty Period. Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

Equipment Support. Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in the Section D of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.

Equipment support services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") if agreed upon by the issuance of a new order and Contractor accepting such order.

10. SERVICE LEVEL AGREEMENT

Contractor through Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit D-2 and which is hereby incorporated herein by reference. ORDERING ACTIVITY'S SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE or INTERRUPTION OF the SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT D-2.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Contractor represents and warrants to Ordering Activity that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Contractor's obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section D of this Attachment A as Ordering Activity's remedy. Contractor' obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

11.3 Contractor warrants to Ordering Activity that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS

SPECIFICALLY PROVIDED IN THIS SECTION D, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY
OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described at: http://www kronos.com/products/workforce-centralcloud/cloud-guidelines.aspx. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section D of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Kronos' duties and responsibilities under the Section D of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section D of this Attachment A and Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D OF ATTACHMENT A, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR' SUPPLIERS TO ORDERING ACTIVITY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE SECTION D SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

13.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES,
MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Kronos recognizes that courts of competent jurisdiction may require release of confidential information and that Federal Agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires information that does not fall under certain exceptions to be released despite being marked as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor through Kronos and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential

future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing an order which is governed by Section D of this Attachment A.

EXHIBIT D-1

Kronos® Workforce Central & Workforce TeleStaff

Cloud Offering – Single Tenant

The following applies to single-tenant Applications within the Kronos Cloud:

Cloud Offering	
Environments: One standard Production and one Non-Production (Development) environment.	Included. More nonproduction environments are available for additional fees.
Environment restoration: Restore of Production environment to one Non-Production environment once per week. Ordering Activity is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the NonProduction environment.	Included. More frequent restores or additional environments will be subject to additional time and material fees.
Connectivity to Service: Customer's users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.	Included

Device Initiated Terminal Connectivity: In Device Initiated mode of communication, the Kronos Terminal initiates all communications with the Device Manager Server at Kronos Cloud over the internet. For this method, it is required that the customer open port 443 and port 444 outbound. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to 4500 series and does support certain models released thereafter.	Included
Remote Access to Non-Web Applications: Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such a Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.	2 named users included
SFTP Accounts: SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). This location is not designed for long-term storage and files may be deleted after 30 days after creation.	2 logins included
Operating System and Database Software Management: Includes application of	Included

Cloud Offering	
critical security patches, service packs and hot-fixes; maintenance of servers.	
Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
Application Updates: Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.	Included

Backup: Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.	Included
Security: Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes. In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments. Customer agrees not to upload payment card information as the service is not certified for PCI DSS. Customer agrees not to upload health information that falls under HIPAA.	Included

Read-Only ODBC Access: Kronos will provide customer read-only ODBC access into customer's Production and Non-Production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak	If selected on Order Form

Cloud Offering	
processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to customer's internal systems to account for limitations of read-only OBDC protocol.	
Basic Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe. The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.	Included

Enhanced Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. Enhanced Disaster Recovery Services provide an RTO (Recovery Time Objective) of 72 hours and a RPO (Recovery Point Objective) of 24 hours. In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of the enhanced service, Kronos will conduct an annual Disaster Recovery Process test which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated test. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve. Workforce Analytics, Workforce Record Manager, Workforce TeleStaff Workforce TeleTime IP and all Non-Production environments are excluded from the RTO.	If selected on Order Form
Cloud Offering	
The following services are not included in the Enhanced Disaster Recovery Services but may be purchased from Kronos on a time and material basis and subject to additional fees: a customer specific DR plan with annual review and Kronos project management for a live DR test.	

Temporary Environments: Temporary Environments are designed for classroom training up to about 40 people and/or functional application testing of roughly five to ten simultaneous people. To order a temporary environment you must be paying for a production environment in Kronos Cloud.	If selected on Order Form
Third Parties: If Customer uses a third party to configure and implement Customer's Applications, the following applies: Such third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments. Third parties will not be granted access to Customer's production environment for purposes of configuring the Applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 Reports are applicable to the production environment only and not such third parties' activities.	If Customer uses 3rd party as part of implementation

Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.
	Customer agrees to receive automatic updates to the Applications.
	Transparent Data Encryption (i.e. data at rest encryption) is not supported.
	Connecting modem clocks to the Kronos Cloud is not supported.
	Applications will support English only unless stated on the Order Form.

	Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
	Customer agrees not conduct any sort of automated or manual performance testing of the Service.

Category	Assumption
	Offering includes system resources to process the equivalent of five WIM interfaces using up to 10 links with a maximum of five megabytes of data per link. In addition, systems resources for the integration between Workforce Central and Workforce TeleStaff for People, Punch, and Accrual interfaces are included assuming product documentation is followed for setup and run-time scheduling. Additional processing requirements may incur additional fees associated with corresponding system resources. Custom developed functionally outside of WIM that runs in the Kronos Cloud may incur additional fees.
	Retention policies must be configured in the Application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Historical employee data can be maintained for the duration of the agreement and renewal periods per customer business requirements. Retention policies do not apply to configuration data.
	Sizing considerations based on a three year growth projection of the Production database environment. After 3 years, an archiving strategy may be reviewed with the customer for Service performance.
	Custom reports for Workforce Central are created using Microsoft Visual Studio. If made available from Microsoft the free version of Visual Studio Express will be made available to the customer in their development environment. Customer will have read-only ODBC access to their development database for creating reports. Customer is limited to two named users for report creation who match the two included users for remote access to non-web applications (e.g. Citrix Receiver). Customer created reports for Workforce HR and Payroll may have reduced functionally from Kronos product documentation due to security restrictions in Kronos Cloud.

	Customer will be required to sign a go live milestone document confirming customer has completed its testing and is ready to go live with the Workforce Central Application(s).
	Use of the Workforce Central translation toolkit requires a Kronos professional services engagement to import/export the translation file(s) into a test environment and into the Production environment.
Product Specific Considerations	
	Workforce Record Manager (if included on order form) – When Workforce Record Manager is included it may only be used for archiving purposes. Setup Data Manager only supports import and export of configuration via XML files between Production environment and Non-Production environment, a direct connection between Production and Non-Production environments is not supported. Customer should open a ticket with Kronos Global Support to request migrations when necessary. Customer is allowed one ticket per month at no charge to request migration of changes. Additional requests for configuration and/or interface migrations between customer environments shall be subject to additional time and material fees.
	Workforce TeleTime IP - Teletime IP requires customer to procure from a third party provider a private line (e.g. MPLS) into the Kronos Cloud that meets Kronos Cloud technical standards. Kronos will provide information on how connectivity is established by customer.

Workforce Central Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications.

The table below reflects the included upgrade tasks.

Project Coordination: Project Manager to coordinate the upgrade project. • Up to eight 30-minute weekly status calls (one per week) • Coordinate Kronos resources • Send meeting invites • Provide Project Timeline and expected customer commitment at the start of the project • Provide initial Project Schedule and communicates progress during weekly status calls Provide Communication Plan and Contact List	Included
Planning Phase	
Customer/ Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Assessment Phase	
Assessment of Interface Upgrade	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included

Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes	Included
introduced as part of the technical upgrade as defined in product documentation. For Workforce Central Version 8 this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide".	
Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included
Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed customer requirements.	Not Included
Upgrade of interfaces and reports created or provided by customer	Not Included
Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Test & Certify Phase	
System test upgraded environments by verifying a user can log in	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer

Deploy & Support Phase	
Deployment Readiness Call – up to one hour	Included

Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.

Project coordination lasts for no more than 8 weeks. At the end of this time, Kronos will complete the production upgrade. If for any reason Kronos cannot complete the technical upgrade steps within 8 weeks due to a Kronos caused delay, project coordination will continue proportionally to cover the Kronos caused delay. For example if Kronos causes a two week delay due to Kronos resource unavailability, project coordination will last no more than 10 weeks.

If not specifically noted, the Ordering Activity should assume responsibility of the task and/or deliverable.

EXHIBIT D-2
SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-2. SLAs are only applicable to production environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity's production environment.

99.75% Application Availability
Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Ordering Activity in Ordering Activity's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % **(as measured in a calendar month)**	**Service Credit to be applied to Ordering Activity's monthly invoice for the affected month**
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the Applications for reasons other than an Excluded Event.

“Excluded Event” means any event that results in an Outage and is caused by (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity’s source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as defined in FAR 52.212-4(f); (c) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (d) any suspension of the Services in accordance with the terms of the Section D to which this Exhibit D-2 is attached; (e) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (f) using an Application in a manner inconsistent with the product documentation for such Application.

“Maintenance Period” means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday	04:00 am – 06:00 am (U.S. eastern time)
Saturday and Sunday	12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Ordering Activity and Contractor.
“Monthly Minutes (MM)” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if: (a) Ordering Activity is in breach or default under the Section D at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Contractor through Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Ordering Activity waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION E
KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the "Order Form"). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section E of the Attachment A apply for all order forms for the services in relation with Workforce Ready® SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section E" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section E.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section E which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Ordering Activity Content" means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means Kronos equipment purchased or rented by Ordering Activity under this Section E.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Renewal Term" means one year or such other renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Contractor which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering
Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section E by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for services not delivered by Contractor;

(b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term), Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period, Contractor shall have no further obligation to store or

make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;

(d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and

(e) All provisions in the Section E of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Except as expressly set forth in the Section E of this Attachment A, all amounts paid to Contractor are non-refundable.

3.2 The Setup Fees shall be invoiced upon execution of the Order Form and shall be due net 30 days following date of invoice. Ordering Activity acknowledges that setup fees may be charged to Ordering Activity by third parties for Add-on Features, provided that the third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as specified on the Order Form. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Contractor through Kronos will monitor Ordering Activity's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Section E, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Ordering Activity as having an "Active" status during the period.

3.3 Ordering Activity agrees that except in those circumstances in which Ordering Activity is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Ordering Activity agrees to pay Contractor each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Contractor though Kronos based the amounts identified on all Order Forms for Ordering Activity's Usage of the Services, plus Equipment rental fees, if any. In the event that Ordering Activity does not reach the

anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Ordering Activity shall remain responsible for paying the Minimum Monthly Fees for that month.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Section E of this Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features described on the Order Form. Ordering Activity agrees not to use any other modules or features unless Ordering Activity has licensed such additional modules or features. Ordering Activity may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations.

4.2 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section E of this Attachment A; and c) does not provide such access to a competitor of Contractor who provides workforce management services.

4.3 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Ordering Activity at no charge as they are released generally to its customers as part of the Services. Ordering Activity agrees to receive those updates automatically as part of the Services. Contractor through Kronos also may offer new products and/or services to Ordering Activity at an additional charge. Ordering Activity shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Contractor through Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Ordering

Activity's continued use of the Services after Kronos posts or otherwise notifies Ordering Activity of any changes indicates the Section E of Attachment A and the Order Form to those changes.

5. ACCEPTABLE USE

5.1 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Section E of this Attachment A.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Contractor and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section E of this Attachment A and the Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section E of this Attachment A. Contractor is hereby (i) granted access to such Ordering Activity data to perform its obligations under the Section E of this Attachment A and the Order Form and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Contractor through Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Ordering Activity during the discovery portion of the implementation. Ordering Activity shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Contractor and Ordering Activity's implementation responsibilities are described more specifically in the Services Implementation Guideline attached as Exhibit E-1.

7.2 Standard Support. Contractor through Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Contractor through Kronos will provide the following Depot Exchange Support Services to Ordering Activity:
(a) Upon the failure of installed Equipment, Ordering Activity shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Ordering Activity is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Section G of this Attachment A (Support Services Policies).
(b) Contractor will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos's choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies.
REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED.
Ordering Activity shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.
(c) Equipment support also includes Ordering Activity access to Equipment service packs via the Kronos customer Portal.

7.4 Educational Materials and Content. Ordering Activity will have access to certain educational materials and content (the "Educational Content") within the Services. Ordering Activity recognizes and agrees that the Educational Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the Educational Content provided in *pdf form solely for Ordering Activity's internal training purposes and may not disclose such Educational Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

8. Ordering Activity content

Ordering Activity shall own all Ordering Activity Content. Contractor acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Notwithstanding the foregoing, Ordering Activity grants Contractor permission to combine Ordering Activity's business data with that of other Ordering customers in a manner that does not identify the Ordering Activity or any individual in order to evaluate and improve the services Contractor offers to Ordering customers. In addition, Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section E of this Attachment A and applicable law.

9. EQUIPMENT

If Ordering Activity purchases or rents Equipment from Contractor, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment Ordering Activity rents from Contractor:

g) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Section E of this Attachment A and the Order Form.

h) Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations under the Section E of this Attachment A and the Order Form.

i) Location/Replacement. Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall, subject to the Ordering Activity's security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity's premises to inspect the Equipment during normal business hours, subject to applicable Government security requirements. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

j) Ownership. All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph (d).

k) Equipment Support. Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.

l) Return of Equipment. Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted

9.2 Purchased Equipment. The following terms apply only to Equipment Ordering Activity purchases from Contractor:

b) Ownership and Warranty Period. Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

c) Equipment Support. Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in this Section E of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.
Equipment support services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") if agreed upon by the issuance of a new order and Contractor accepting such order.

10. SERVICE LEVEL AGREEMENT

Contractor through shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, as governed by FAR 52.212-4(f).

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Contractor represents and warrants to Ordering Activity that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Contractor's sole obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section E of this Attachment A as Ordering Activity's remedy. Contractor's obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

11.3 Contractor warrants to Ordering Activity that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE

SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION E, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Ordering Activity data. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section E of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Kronos' duties and responsibilities under the Section E of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section E of this Attachment A and the Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 Except as specifically provided in this section E of this Attachment A, Kronos and its suppliers will not be liable for any damages or injuries caused by the use of the services or by any errors, delays, interruptions in transmission, or failures of the Services.

13.2 The total aggregate liability of Contractor or Contractor's suppliers to ordering activity and/or any third party in connection with the section E shall be limited to direct damages proven by ordering activity, such direct damages not to exceed an amount equal to the total net payments received by contractor for the Services in the Twelve (12) month period immediately preceding the date in which such claim arises.

13.3 In no event shall Contractor or Contractor's suppliers, their respective affiliates, service providers, or agents be liable to Ordering Activity or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the services or the Section E, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract or otherwise, and regardless of whether contractor or supplier has been advised of the possibility of any such liability, loss or damage.

13.4 Except with respect to liability arising from Kronos' gross negligence or willful misconduct, contractor disclaims any and all liability, including without limitation liability related to a breach of data security and confidentiality obligations, resulting from any externally introduced harmful program (including without limitation viruses, Trojan horses, and worms), Ordering Activity's content or applications, third party unauthorized access of equipment, SaaS applications or systems, or machine error.

13.5 The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. Confidential information

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Contractor may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Section E of this Attachment A.

Kronos® Workforce Ready™ Implementation Guidelines

Travel Expenses

In the event that Ordering Activity requests Kronos to travel to Customer's location during the implementation, Ordering Activity agrees to pay any travel expenses in accordance with FTR/JTR, as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

Item	Kronos Responsibility	Ordering Activity Responsibility

Time and Labor	Kronos will configure and implement Workforce Ready Time and Labor module.	It is the responsibility of the customer to Complete the Time and Attendance templates.
Accruals	Kronos will configure and Implement the Workforce Ready Accruals module.	It is the responsibility of the customer to Complete the Time and Accruals templates.
Human Resources	Kronos will configure and implement Workforce Ready Human Resources module.	It is the responsibility of the customer to Complete the Human Resource templates.
Payroll	Kronos will configure and implement Workforce Ready Payroll module.	It is the responsibility of the customer to Complete the Payroll templates.
Clocks	Kronos will configure up to 3 clocks and customer's IT staff to replicate configurations.	It is the responsibility of the customer to train the physically install/mount all clocks. It is the additional responsibility of the customer to configure/install additional clocks.
Network	Kronos will provide specifications on recommended network settings to allow communications between the hosted environment and the clocks.	It is the responsibility of the customer to configure their network to allow inbound and outbound communications to and from the clocks. Specific ports/firewall settings may need to be modified to allow communications.
Tax Filing	Kronos will coordinate the communication between MasterTax and the customer. Kronos will confirm proper configuration of the payroll export to MasterTax .	It is the responsibility of the customer to provide Kronos with the necessary tax information to setup the MasterTax exports.
Employee import	An employee import will be configured to pull employee based information into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Accrual import	An accrual import will be configured to pull accrual balances into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.

Payroll export	Kronos will provide a standard export file for Workforce Ready.	It is the responsibility of the customer to provide Kronos with the necessary import file specifications for their payroll software.
Training	Kronos will provide 1 administrative training session and up to 2 manager training sessions for each software product purchased.	It is the responsibility of the customer to conduct all employee and any remaining manager training sessions.

SECTION F

Professional and Educational Services Engagement Policies
The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

Professional Services:
1. Contractor will provide Ordering Activities with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.

2. Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.

3. Any such modification to project scope and cost will be supported through the generation of a Change Order that is signed by the Ordering Activity (see Change Order Process below).

4. The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.

5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.

6. Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.

7. Professional Services work will be conducted during normal business hours, 8:00 AM - 5:00 PM, Monday through Friday.

8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activities will be charged as follows:
1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
2. After Hours
i. All scheduled work will be billed at 1.5 times the current contract rate by role.
ii. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
d. Weekend
i. All scheduled work will be billed at 2.0 times the current contract rate by role.
ii. Weekend is 5:00 PM Friday- 8:00 AM Monday.
e. Holiday
i. All scheduled work will be billed at 2.0 times the current contract rate by role.
ii. Holiday is recognized Kronos Holiday (see below).
f. Onsite Support requiring Travel:

i. All travel time (portal to portal) will be billed at the current contract rate by role.
ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos, subject to the terms and conditions of the customer order, and applicable Federal travel regulations.

9. Contractor requires notification for the cancellation or rescheduling of Kronos personnel, Ordering Activity will be charged for failure to meet the following notification requirements:
2 business days prior to scheduled work - 50% of planned charges are invoiced for scheduled work.
1 business day prior to scheduled work - 100% of planned charges are invoiced for scheduled work. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:
o Work is scheduled for Wednesday, 1p - 5p (4 hours) o Customer cancels on:
-Friday - no penalty
-Monday - 50% of planned charges are invoiced (2 hours) -Tuesday - 100% of planned charges are invoiced (4 hours) Here is a holiday example:
o Work is scheduled for Wednesday, ip - 5p (4 hours) o Customer cancels on:
-Thursday - no penalty
-Friday - 50% of planned charges are invoiced (2 hours)
-Monday- holiday; doesn't count as "business day"
-Tuesday --- 100% of planned charges are invoiced (4 hours)
Kronos Professional Services recognizes the following holidays:
New Year's Day President's Day Memorial Day
Independence Day Labor Day
Thanksgiving Day and the day after
Christmas Day

Change Order Process:

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Ordering Activity.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, Ordering Activity allocated time, Ordering Activity scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.
5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Contractor's then current rate for such requested services.

Educational Services

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Ordering Activity has purchased onsite location training.
2. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:
    a. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
    b. For any PRIVATE course held at a Ordering Activity site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date. Student substitutions can be made at any time as long as prerequisites have been met.

3. Contractor through Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.

4. Educational Services ordered are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire. New Order will need to be reissued by the Contracting Agency

5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activities will be charged as follows:
a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday. b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates. Weekend is 5:00 PM Friday - 8;00 AM Monday. c. Holiday
There will be a 2,0 times premium in either per student public or per class private day rates.
Holiday is recognized Kronos Holiday (see below). d. Onsite Support requiring Travel:
All travel time (portal to portal) will be billed at the current contract rate by role.
Expense reimbursement is pursuant to the agreement covering such Educational Services between the Ordering Activity and Kronos, subject to the terms and conditions of the customer order, and applicable Federal travel regulations

Other Policies

1. Kronos personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.) subject to applicable Government security requirements.

2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).

3. Ordering Activity agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.

4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Ordering Activity.

5. Ordering Activity Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

SECTION G
SUPPORT POLICIES AND SERVICES (not applicable to WebTA Software Support Services)

Product Coverage
For each installation, Ordering Activities must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at http://customer kronos.com/support/status/index.htm.

Workforce Central suite
Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. We currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service packs are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) – supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the “WFAN Advanced Reporting” link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite
Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central
Contractor through Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Pack as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative — Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

The software product hierarchy is: Version . Release . Service Pack

Updates
Ordering Activities electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite or from OptiLink version 6 to OptiLink Plus version 7) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions
Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Ordering Activity's database.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the applicable Contractor Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
    a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
    b. Custom Reports
    c. Custom Application extensions

6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
    a. Adding a Workstation
    b. Moving the Application
    c. Reinstalling following a Hard Drive Crash
    d. Service Packs
8. Database Administration Maintenance or Services such as, but not limited to,
    a. Database maintenance scripts
    b. Writing or customizing database scripts for data reporting and/or retrieval
    c. Performance Tuning
    d. Sizing
    e. Disaster Recovery
    f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
    a. Test environments, i.e., application servers, database servers
    b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
    a. Operating System
    b. Network Issues
    c. Firewalls
    d. Servers
    e. Workstations
    f. Single Sign On
11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
    a. Software implementation
    b. Porting custom software (i.e., reports)
    c. Change management
    d. Training
    e. New functionality deployment
    f. Application interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration
16. Virtual server configuration

Support Discontinuance — End of Service Life
Contractor through Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services
In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such

services, Ordering Activity must pay (i) the support services fees at current contract price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current contract price for the applicable product(s) by issuing a new purchase order.

Service Coverage Period
Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check Contact Us on the Ordering Activity Portal for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:
US - 8:00 a.m. - 8:00 p.m. local time
24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support
Contractor through Kronos provides support on a "priority" basis. As such, Ordering Activities with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious Ordering Activity issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy — accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the Ordering Activity portal.

Response Time
Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Ordering Activity to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Ordering Activity and Kronos.

e.g., If a Gold support Ordering Activity's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday–Friday for Gold Support customers).

Critical Outages
Contractor through Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Global Support engineer during this period.

Technical Escalation
Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations. For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation
Ordering Activities may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at http://customer kronos.com/ContactUs.htm.

Software Support Services and Features
Contractor through Kronos provides different levels of support offerings through our Platinum Plus, Platinum, Gold Plus, and Gold support services.

Platinum Plus Support Service
Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available 24 hours per day, 7 days per week. Platinum Plus customers can designate 5 named contacts, and also enjoy one on-site visit per year.

Platinum Support Service
Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:
24 x 7 x 365 telephone access to Kronos Global Support
Access to Senior Support Engineers
Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service
Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.–8:00 p.m., local time, Monday–Friday. Gold Plus customers can designate 2 named contacts.

Gold Support Service
Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00
p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)
The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.
Knowledge base
Documentation (Manuals and User Guides)
Service packs

Customer forums
Technical Advisories and Technical Insiders
Frequently asked questions (FAQs)
*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)
Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.

Service Case Studies (Available to Gold and Platinum level customers)
When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)
Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)
Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)
Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)
HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an awardwinning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

SHRM e-Learning (Available to Gold and Platinum level customers)
SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog http://www.shrm.org/elearning/ to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)
Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)
Kronos Support Services entitles all Ordering Activities who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce
Payroll™ module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for you to download and install. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Knowledge Base (Available to all Support Agreement customers)
Accessed by our Ordering Activities thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Frequently Asked Questions (Available to all Support Services customers)
Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that Ordering Activities ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)
For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday–Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)
Online access to documentation for most of Kronos' products, for example:
Installation guides
Configuration guides
Database administrators guides
User guides
System administrators guides Database views reference guides.

Customer Forums (Available to all Support Agreement customers)
Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)
A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service
Ordering Activities seeking support outside their service coverage period or Services that are not covered by your Support service or Ordering Activities without a Support Agreement on Active Product will be charged at the current hourly rate.

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday–Friday 8:00 a.m.–5:00 p.m.	2
Monday–Thursday 5:01 p.m.–7:59 a.m.	4
Friday–Monday 5:01 p.m.–7:59 a.m.	8

Conditions:
1. Time billed is minimum billable in accordance with the terms and conditions of the underlying contract and the purchase order.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p m. local time Monday– Friday.

3. The response time for customers without a support agreement is within two business days.
4. Ordering Activities with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service
The premium hardware service option: Contractor through Kronos sends a replacement unit on an advance exchange basis by nextbusiness day delivery if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange Ordering Activities procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:
You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Contractor through Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:
Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:
Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Depot Repair Service
This service was designed for those who keep their own inventory of spare terminals and options.

How it works:
You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:
NOT available from the Australia and China Support Services groups.

Conditions:
Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Device Software Maintenance
Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service packs from the Customer Portal to ensure that your time clock is always up to date with:

- The latest security enhancements
- Communication protocols
- Fixes and terminal software feature updates
- Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:
Go to the Customer portal at http://customer.kronos.com.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page to access the equipment service packs.

Availability:
The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Per-event Repair Service
Per-event rates apply to Ordering Activities without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:
You contact Contractor through Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the Ordering Activity by regular surface transportation.

Conditions:
Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service does NOT include access to equipment service packs / firmware updates.

SECTION H
WORKFORCE TELESTAFF IVR SERVICE (Licensed or User Based)

This Section H is amending the Section A or D of Attachment A applicable between Contractor and Ordering Activity governing those certain Kronos Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Section A or D , as applicable and are applicable to the Workforce Telestaff IVR offering (“Telestaff IVR”), a

subscription service Contractor through Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Ordering Activity may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."

2. Maintenance.
Telestaff IVR maintenance will entitle Ordering Activity to Telestaff IVR phone support and software updates and shall commence on the date set forth in the applicable Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Ordering Activity's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Ordering Activity wants maintenance for the Workforce Telestaff IVR License Per Port, Ordering Activity must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).

3. Implementation. To initiate and setup administration of the required communications, Contractor through Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work ("SOW"). Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.

4. Methodology of payment: The Contractor will invoice Ordering Activity as set forth on the applicable purchase order Contract and as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate identified on the Order Form. Ordering Activity's right to begin using the service shall begin upon activation of the service after implementation/configuration.

5. Restrictions on Telestaff IVR Services; Additional Responsibilities. Ordering Activity agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Contractor shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Contractor's control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: http://voxeo.com/aup and Ordering Activity agrees that it shall be liable for all loss, damage or injury that may result from Ordering Activity's failure to abide by such Policy. Ordering Activity acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

6. Telestaff IVR Security. The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of Section A or D as applicable or this Section H to the contrary, Ordering Activity understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Ordering Activity and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information

Contractor's provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Contractor and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

7. Renewal and Termination. The initial term is twelve months commencing upon the execution of the Order Form and will be renewed by the signature of a new order form. Any change will be identified on the Order and shall be in accordance with the pricing and this Attachment.

SECTION I
WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Kronos' Workforce Dimensions software as a service and other related offerings specified on an Order Form signed by Ordering Activity (the "Order Form").

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section I of the Attachment A apply for all order forms for the Services. These terms are effective as of the date the Order Form is accepted by the Contractor ("Effective Date")

This Section I includes the following exhibits, which are incorporated by reference, and which form an integral part of this contract:

Exhibit A: Attachment A-1: Equipment Purchase, Rental, and Support
Attachment A-2: Service Level Agreement
Exhibit B: Workforce Dimensions Cloud Guidelines
Exhibit C: Customer Success

Exhibit D: Acceptable Use Policy (AUP):
Exhibit E: AtomSphere Service and Boomi Software

Definitions

"Section I" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Acceptable Use Policy" and "AUP" are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

"Aggregated Data" is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

"Applicable Law(s)" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party's respective business.

"Authorized User" means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Ordering Activity uses to access the Service.

"Application(s)" means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Agreement.

"Boomi AtomSphere Service" means the third-party service for the creation of integrations by Ordering Activity as further described in Exhibit E, which the Ordering Activity and Ordering Activity's Authorized Users have the right to access through the Service.

"Boomi Software" means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

"Configuration(s)" means the Ordering Activity specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

"Controls" means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Contractor through Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

"Customer Data" means all content Ordering Activity, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

"Customer Success Plan(s)" means the services provided by Contractor through Kronos to support and maintain the Service as described in Exhibit C, including but not limited to the Support Plans and the Customer Success Programs.

"Ordering Activity Indemnified Party(ies)" means Ordering Activity and Ordering Activity's respective directors, officers, and employees.

"Data Protection Law(s)" means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party's collection, use, processing, storage, or disclosure of Personally Identifiable Information.

"Documentation" means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

"Educational Services" means (i) KnowledgeMap Learning Portal; (ii) KnowledgeMap Live; and (iii) ala carte educational consulting services.

"Equipment" means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form.

"Equipment Support Services" means the maintenance and support services related to Kronos' support of Equipment as further described in Attachment A-1.

"Feedback" means suggestions, ideas, comments, know how, techniques or other information provided to Kronos for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

"Fees" means the charges to be paid by Ordering Activity for a particular item.

"Implementation Services" means those professional and educational services provided by Contractor through Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

"KnowledgeMap™ Learning Portal" means the online educational portal providing access to self-paced learning modules.

"KnowledgeMap™ Live" means the subscription service providing instructor led training by user role on a rotating course schedule.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth, among other things, the items ordered by Ordering Activity and to be provided by Contractor through Kronos and the Fees to be paid by Ordering Activity.

"Party(ies)" means Contractor or Ordering Activity, or both of them, as the context dictates.

"PEPM" means the per employee per month fee for a Ordering Activity's Authorized Users access to the Service.

"Personally Identifiable Information" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under Applicable Data Protection Law.

"Professional Services" means the professional, educational, consulting, or training services provided by Contractor through Kronos pursuant to an Order Form and which are not described in a Statement of Work.

"Seasonal Licenses" are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

"Service" means the Contractor through Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos' hosted environment and the services described in the section related thereto.

"Statement of Work" and "SOW" are interchangeable terms referring to a written description of the Implementation Services.

"Technology" means the intellectual property of Kronos within the Service, including but not limited to the Applications.

"Term" means the Initial Term and any Renewal Terms.

1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

a. The Application(s) included in the Service, and the other offerings being ordered by Ordering Activity
b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
d. Renewal Term (i.e., the renewal billing term of the Service)
e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
   i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
   ii. "Monthly in Arrears" means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
f. Reserved

g. Reserved

1.2 The following Fees may appear on an Order Form:
a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
b. Customer Success Fees for Premium and Premium Plus Plans
c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
d. Equipment Purchase Fees
e. Equipment Rental Fees
f. KnowledgeMap™ Live Fees

1.3 Contractor through Kronos may also sell (or rent) Equipment to Ordering Activity, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

2. Billing

2.1 Contractor will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Ordering Activity will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Ordering Activity will send payment to the attention of Contractor at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Section I, payments are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term, as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

3. Implementation Services, Professional Services, and Educational Services

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Section I. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Ordering Activity may configure the Applications itself, as part of the Implementation Services as described in an SOW, Contractor through Kronos may also configure the Applications. Contractor through Kronos will configure the Applications based on Ordering Activity's instructions and direction. Ordering Activity is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Contractor through Kronos may also provide Professional Services to Ordering Activity that do not require an SOW but which will be as set forth on an Order Form.

3.4 The KnowledgeMap™ Learning Portal is included in the PEPM Fees. If included on an Order Form, Contractor through Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the Service, unless terminated by Ordering Activity upon at least sixty (60) days prior written notice before the start of a Renewal Term. Ordering Activity is permitted to assign one (1) employee to each user account (or seat) included in Ordering Activity's KnowledgeMap Live subscription. The number of permitted seats will appear on the Order Form. Passwords and accounts cannot be shared by multiple users. Ordering Activity will designate one (1) named user account to act as a training administrator. The KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users.

3.5 Contractor through Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.6 The Professional Service policies set forth in Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services and Professional Services provided by Contractor through Kronos. In the event of a conflict between the Professional Services Policies and this Section I, the terms of this Section I shall prevail.

4. Service Level Agreement

Contractor through Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Ordering Activity's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Section I.

5. Data, Confidentiality, Security and Privacy

5.1 Data

5.1.1 Ordering Activity owns Customer Data. Ordering Activity is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Ordering Activity is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

5.2 Confidentiality

Each Party will treat the Confidential Information of the other Party with the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public.

5.3 Security and Privacy

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Ordering Activity consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Ordering Activity will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Ordering Activity has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Ordering Activity will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 Contractor through Kronos will notify Ordering Activity in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. Warranty

Contractor warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Ordering Activity informs Contractor in writing that there is a material deficiency in the Service which is making this warranty untrue, Contractor will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Contractor is unable to do so within a reasonable period of time, Ordering Activity may terminate the then remaining Term of the Order Form under Section I of this Attachment A, which will be Ordering Activity's sole and exclusive remedy. Ordering Activity agrees to provide Contractor with reasonable information and assistance to enable Contractor to reproduce or verify the non-conforming aspect of the Service.

7. License

7.1 Technology License

7.1.1 As part of the Service, Contractor will provide Ordering Activity access to and use of the Technology, including the Applications. Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Ordering Activity acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Ordering Activity's payment of the corresponding PEPM Fees. Ordering Activity

agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Ordering Activity agrees not to use any other Application nor increase the number of employees using an Application unless Ordering Activity enters into an additional Order Form that will permit the Ordering Activity to have additional Authorized Users.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Ordering Activity has a right to use this Technology and to receive the Service subject to this Section I. No other use of the Technology is permitted. Ordering Activity is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Ordering Activity cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

8. Scope and Authority

8.1 Authorized Users may access the Service on Ordering Activity's behalf, and Ordering Activity will be responsible for all actions taken by its Authorized Users. Ordering Activity will make sure that Authorized Users comply with Ordering Activity's obligations under this Section I. Unless Contractor breaches its obligations under this Section I, Kronos is not responsible for unauthorized access to Ordering Activity's account, nor activities undertaken with Ordering Activity's login credentials, nor by Ordering Activity's Authorized Users. Ordering Activity should contact Contractor immediately if Ordering Activity believes an unauthorized person is using Ordering Activity's account or that Ordering Activity's account information has been compromised.

8.2 Access to the Service includes access to the Marketplace feature (the "Marketplace"). The Marketplace allows Ordering Activity to electronically enter into agreements and make transactions such as orders, contracts, statements of work, and notices of cancellation. Ordering Activity shall configure the Marketplace to disable use by its Authorized Users if it does not agree to enter into electronic transactions or agreements. Ordering Activity acknowledges that if it does not disable use of the Marketplace it agrees to be bound by agreements and transactions electronically entered into through the Service.

9. Suspension

9.1 Contractor through Kronos reserves the right to temporarily suspend the Service if in Kronos's reasonable judgement, the Service or any component thereof are about to suffer a significant threat to security or functionality.

9.2 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the AUP. Contractor through Kronos and its third party cloud service provider reserve the right to review Ordering Activity's use of the Service and Customer Data for AUP compliance and enforcement. Ordering Activity acknowledges that failure to comply with the AUP may result in a significant threat to the security or functionality of the Services. If Contractor through Kronos discovers an AUP violation,

Contractor through Kronos may temporarily suspend Ordering Activity's use of the Service immediately without notice.

Article 10. Termination

10.1 Effects of Termination

If the Section I is terminated for any reason:

a. All Fees will be paid by Ordering Activity for amounts owed through the effective date of termination.
b. Any Fees paid by Ordering Activity for the Service not rendered prior to the effective date of termination will be refunded to Ordering Activity.
c. Ordering Activity's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Ordering Activity will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Contractor through Kronos that will enable Ordering Activity to so extract Customer Data. If Ordering Activity requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section I.
d. Contractor through Kronos will delete Customer Data after Ordering Activity's rights to access the Service and retrieve Customer Data have ended. Contractor through Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
e. Contractor and Ordering Activity will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section I.
f. Provisions in this Section I which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. Extent and Limitations of Liability

11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION I OF THIS ATTACHMENT A, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR ONTRACTOR'S SUPPLIERS TO ORDERING ACTIVITY OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION I WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

11.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS SECTION I. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

11.3 THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS; NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. Changes

The information found in any Exhibit (or at any URL referenced in this Section I) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos.

13. Feedback

From time to time, Ordering Activity may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Ordering Activity hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Ordering Activity or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section I limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

14. General

14.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent shall be void.

Attachment A-1:Equipment Purchase, Rental, and Support

The following terms and conditions supplement the terms and conditions of Exhibit A and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable.

1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Contractor through Kronos sells to Ordering Activity the Equipment listed on that Order Form for the price stated on that Order Form. Payment and delivery terms are as stated on the Order Form. Contractor will invoice Ordering Activity for purchased Equipment upon shipment of the Equipment.

2. Equipment Rentals

The following terms apply only to Equipment Ordering Activity rents from Contractor when indicated on the applicable Order Form as Rental Equipment:

2.1 Rental Term and Warranty. The term of the Equipment rental and the warranty for such Equipment shall run coterminously with the Term of the Service.

2.2 Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times during the Term. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations hereunder.

2.3 Location/Replacement. Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall, subject to the Ordering Activity's security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

2.4 Ownership. All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph.

2.5 Equipment Support. Contractor shall provide to Ordering Activity the Depot Exchange Equipment Support Services described below, the Fees for which are included in the Rental Fees for the Equipment.

2.6 Return of Equipment. Upon termination or expiration of the Rental Period for the Equipment or upon termination or expiration of the Order Form, for any reason, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted.

3. Warranty

Contractor warrants that all Kronos Equipment shall be free from defects in materials and workmanship, for a period of ninety (90) days from delivery. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

a. damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
b. failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Documentation; or
c. malfunctions resulting from the use of badges or supplies not approved by Kronos.

4. Firmware

Ordering Activity may not download firmware updates for the Kronos Equipment unless Ordering Activity is maintaining such Equipment under a support plan with Contractor. If Ordering Activity is not maintaining the Equipment under a support plan with Contractor, Contractor through Kronos shall have the right to verify Ordering Activity's Kronos Equipment to determine if Ordering Activity has downloaded any firmware to which Ordering Activity is not entitled.

5. Export

Ordering Activity acknowledges that the Equipment may be restricted by the United States Government or by the country in which the Equipment is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Equipment.

6. Equipment Support

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide Equipment Support Services for Ordering Activity's Kronos Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form to and from locations within the United States and Puerto Rico.

6.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth in Section 3 of this Section I. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), if agreed upon by the issuance of a new order and Contractor accepting such order.

6.2 Payment

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation Ordering Activity's "Spare Products" (as defined below), must be covered by the Equipment Support Services. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by Ordering Activity under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

6.3. Depot Support Service

6.3.1 Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote support in an attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Product with the supplied RMA number. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair

- selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of Attachment A.

6.3.2 Depot Exchange: Contractor through Kronos will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Ordering Activity's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Product is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by Kronos, with the RMA supplied and promptly return failed Products directly to Kronos using the carrier specified by Kronos.

6.3.3 Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Upon receipt of the failed Product, Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Product by regular surface transportation to Ordering Activity.

6.3.4 Device Software Updates Only: Ordering Activity shall be entitled to receive:

a. Service packs for the Product (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
b. Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Products.

6.4 Service packs for the Products are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Products under an annual Equipment Support Services plan with Kronos.

6.5 Contractor warrants that all service packs and firmware updates provided under this Section I shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

6.6 Responsibilities of Ordering Activity

Ordering Activity agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Ordering Activity. In addition, Ordering Activity agrees to:

a. Maintain the Products in an environment conforming to Kronos' published specifications for such Products;

b. De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
c. Ensure that the Product(s) are returned to Kronos properly packaged; and
d. Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

6.7 Support Exclusions

6.7.1 Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:
a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

6.7.2 Professional Services provided by Contractor through Kronos in connection with the installation of any software or firmware upgrades, if available, and if requested by Ordering Activity, are not covered by Equipment Support Services. Firmware (including equipment service packs), which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Ordering Activity is maintaining the Product under an annual Equipment Support Services plan with Kronos.

7. Warranty

Contractor warrants that all repairs performed under this Section I shall be performed in a professional and competent manner. ALL OTHER WARRANTIES FOR THE EQUIPMENT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

8. Limitation of Remedies

To the extent permitted by law, the remedy of Ordering Activity and liability of Contractor shall be replacement of the repaired Product.

Attachment A-2: Service Level Agreement

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this Attachment A-2. This Attachment A-2 does not apply to the Boomi development environment described in Exhibit E.

Availability: The production environment of the Service will maintain 99.75% Availability. SLA Credits become available starting the month after Ordering Activity's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Ordering Activity is entitled to a credit to Ordering Activity's monthly invoice for the affected month, such credit to be equivalent to 3% of Ordering Activity's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Ordering Activity's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Ordering Activity; (d) any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of this Section I; (i) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions. The current Maintenance Period is each Saturday, 12:00 AM - 4:00 AM (US) EST.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Ordering Activity and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Ordering Activity with Availability metrics on a monthly basis for each prior calendar month. Ordering Activity must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Ordering Activity waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos' records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Service and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Service than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the Parties agree to co-operate, in good faith, to resolve the issue.

Exhibit B: Workforce Dimensions Cloud Guidelines

Solution Definition	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
Connectivity	
Connectivity to service	The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships. Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.
Connectivity	
SFTP accounts	The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos' integrations. The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login are not supported by the SFTP service.
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
Usage	
Storage	Storage will be aligned with the number of employees using Workforce Dimensions and the number of software modules being deployed. Storage is covered by the per-employee-per-month fees.
Secure file transfer limits	Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits: - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.
API usage	Data can be accessed through APIs. Kronos reserves the right to limit usage of APIs to preserve the integrity of the system and to charge additional fees for usage of the APIs beyond "normal levels" as required for integrations with other systems. The expected volume of API calls may be exceeded by building additional applications using APIs or routinely extracting large volumes of data to support an external data warehouse.
Policies	
Data refresh	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.

Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Data retention	As part of the standard offering transactional data will be retained for 3 years in production environment and an additional 4 years in archive. After the 7 years' customers will need to extract data that they require to keep for longer periods of time. Kronos has the right to purge the data after 7 years.
Customer termination support	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Servicelevel agreement uptime	99.75% system availability
Maintenance window	Four hours once a week, according to defined standard schedule: Saturday, midnight – 4:00 a.m. EST
Data usage	Kronos has the right to use scrubbed system data to define benchmarks, understand usage, and establish patterns.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

Exhibit C: Customer Success

Workforce Dimensions

Success Plans

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our two Success Plans are designed to meet your unique organizational needs and help you maximize the full value of your Kronos® solution.

Essentials

» A digital, self-service, community-based approach

Enhanced

» Personalized guidance, one-on-one success planning, and technical support

	Essentials	Enhanced
Included		
KGS Technical Support	8 a.m. – 8 p.m. M–F support 2-hour response time to cases	24-hour x 7-day support 1-hour response time to cases
24x7 Mission-Critical Support	•	•
Kronos Community	•	•
Kronos Onboarding Experience	•	•
Kronos KnowledgeMap™	•	•
Customer Success Manager	Team	Named
Integration/API Support		•
Configuration Review		•
Industry Best-Practices Review		•
New Feature Review and Activation*		•
Extras		
Technical Account Manager	Fees Apply	
Kronos KnowledgeMap Live	Fees Apply	
Help Desk Services	Fees Apply	
Managed Services	Fees Apply	

**Assistance integrating new licensed and nonlicensed features under 8 hours is supported.*

Workforce Dimensions

Essentials Success Plan

Accelerate value through a digital, self-service, community-based model

Bundled to Meet Your Fundamental Needs

The Essentials Success Plan is the foundational success plan for all Kronos® customers. This level of service provides the support, coverage, and resources you'll need to keep your solution up and running effectively. Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management.

Features	Description
Support Services	
Local Time Zone Support	8 a.m. – 8 p.m. M–F support, 2-hour response time to cases
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Team	A team of industry experts dedicated to helping you find answers to your questions, navigate challenges, and celebrate success

The Essentials Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

Workforce Dimensions

Enhanced Success Plan

Amplify business outcomes with tailored success paths and technical expertise

One-on-One Success Management

The Enhanced Success Plan is focused on helping you uncover the full value of your Kronos® solution by teaming you with expert-level resources. You'll experience rapid results from reliable partnerships with key Kronos resources who will help you take optimization to the next level and establish an outcome-driven, long-term plan for realizing the success you expect.

Features	Description
Support Services	
Local Time Zone Support	24-hour x 7-day support, 1-hour response time
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Integration/API Support	Enhance and update existing integrations and API customizations
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Manager	A dedicated industry expert helps you realize business value from your software investments by aligning Kronos with your company's roadmaps, conducting executive business reviews, and acting as your trusted advocate
New Feature Review and Activation	Periodic product release review and new feature recommendations based on your business goals, and assistance activating them in your Kronos environment
Configuration Review	Optimize use of your Kronos solution based on your usage patterns
Industry Best-Practices Review	Review solution configuration and use of your Kronos solution against industry peers, and provide best-practice recommendations to drive additional value

The Enhanced Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. If Ordering Activity violates the Policy or authorizes or helps others to do so, Contractor may suspend use of the Service until the violation is corrected, or terminate the Order Form for cause in accordance with the terms of this Section I.

No Illegal, Harmful, or Offensive Use or Content

Ordering Activity may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- Harmful or Fraudulent Activities. Activities that may be harmful to others, Kronos' operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Ordering Activity may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Ordering Activity will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- Interception. Monitoring of data or traffic on a System without permission.
- Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- No Use of Robots. Ordering Activity will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Ordering Activity may not make network connections to any users, hosts, or networks unless Ordering Activity has permission to communicate with them. Prohibited activities include:

- Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Ordering Activity will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Ordering Activity will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Ordering Activity will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Contractor through Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Contractor through Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- remove, disable access to, or modify any content or resource that violates this Policy.

Contractor through Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer information. Contractor through Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Ordering Activity becomes aware of any violation of this Policy, Ordering Activity will immediately notify Contractor and provide Contractor with assistance, as requested, to stop or remedy the violation.

Exhibit E: AtomSphere Service and Boomi Software

As part of the Service, Ordering Activity has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Ordering Activity may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Ordering Activity use of the Boomi AtomSphere Service and the Boomi Software:

a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in the hyperlink below.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth at: www.kronos.com/workforce-dimensions/agreement/attachment-e1. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Ordering Activity or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section I related to the Service apply to the Boomi AtomSphere Service. Upon termination, Ordering Activity's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1084804

Date Filed:
10/18/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

immixTechnology, Inc.
McLean, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DIR-TSO-4315
Kronos maintenance in accordance with quote number QUO-1403509-B4W4C7.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tony Outsama, ~~and my date of birth is _____~~.

~~My address is _____~~, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virginia, on the 18 day of October (month), 20 23 (year).

Tony Outsama
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **11.**

Meeting Date: 10/24/2023

Approval of Agreement for County Wide Paper Shredding with Data Armor for Information Systems Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #202412 with Data Armor, LLC to provide on-site shredding services to support Williamson County Departments on as need basis for a not-to-exceed amount of $25,000.00, and authorizing the execution of the agreement.

Background

This agreement is for Data Armor to provide on-site shredding services for Williamson County departments. This agreement will be for a term of one (1) year at a cost of not-to-exceed $25,000.00. The attached document details the charges for the services to be provided. Competitive quotes were obtained for this service. Funding source is 01.0390.0390.004100 for FY24. The Department point of contact is Tony Hill.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Data Armor Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 09:59 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:12 AM
Form Started By: Mary Watson		Started On: 10/12/2023 10:56 AM
Final Approval Date: 10/19/2023		

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 Armor 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 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 $25,000.00.

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.

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 Armor LLC
Name of Service Provider

Brandy Wesson
Authorized Signature

Brandy Wesson
Printed Name

Date: October 11, 2023

Exhibit "A"
Quote/Proposal

September 13, 2023

Williamson County

301 S.E. Innerloop

Georgetown, TX 78626

To Whom It May Concern:

The pricing for the 2023-2024 year is as follows:

Recurring Monthly Service:

$42.00 (was $42.00) for the first 66 gallon cart placed per department and $22.50 (was $22.50) for each additional container placed in the same department within the same office with a **monthly** pickup. (No change)

$37.00 (was $37.00) for the first 36" console placed per department and $22.50 (was $22.50) for each additional container placed in the same department within the same office building with a **monthly** pickup. (No change)

Bi-Monthly & Quarterly Recurring Services:

$55.00 for the first 66 gallon cart placed per department and $30.00 for each additional container placed in the same department within the same office with a **Bi-monthly & Quarterly** pickups. (No change)

$55.00 for the first 36" console placed per office and $30.00 for each additional container placed in the same department within the same office with a **Bi-monthly & Quarterly** pickups. (No change)

Purges:

Purges will be charged at a rate of $50.00 for the 6 standard file boxes and $3.75 (was $3.75) per standard file box thereafter. Any purges requiring stairs or an elevator over 40 standard files boxes would require additional fees if Wilco does not have someone to assist in bringing the boxes to the downstairs level. A minimum of $75.00 will be charged on all purges. (No change)

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

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

Kindest regards,

Brandy Wesson

President/Owner

9-14-23

Date

Commissioners Court - Regular Session **12.**

Meeting Date: 10/24/2023

Approval of Agreement for Audio Visual (AV) System Maintenance for Courtrooms from Data Projections, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #202426 between Data Projections and Williamson County for the DPI Gold Annual Maintenance for all Courtroom Audio Visual (AV) systems for the not-to-exceed amount of $50,000.00, pursuant to TIPS Contract #230105 and authorizing the execution of the agreement.

Background

Approval of this maintenance agreement will support the operations at the Williamson County Courts and Facilities, all Courtrooms, Grand Jury Room at Tele-Justice Center, all JP Courts, GT Annex and the Juvenile Courtroom in the County. Data Projections provides the Audio Visual (AV) system and videoconferencing support for those departments. The attached addendum and quote define the details of this agreement. General Counsel, Contract Audit, IT and Budget have reviewed this agreement for FY24. Funding source is 01.0100.0503.004500 FY24. The Department contact will be Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Data Projections Quote Courtrooms

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 10:28 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:41 AM
Form Started By: Mary Watson		Started On: 10/16/2023 09:54 AM
Final Approval Date: 10/19/2023		

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE [redacted]

BILL TO	SHIP TO	
Company: Williamson County	**Company:** Williamson County	**Date:** 09/19/2023
Address: 3101 SE Inner Loop Ste 105 Georgetown, TX 78626	**Address:** 3101 SE Inner Loop Ste 105 Georgetown, TX 78626	**Expiry Date:** 11/30/2023 **P.O No:** **Contract No:** TIPS 230105
Contact: Accounts Payable	**Contact:** Don Heflin	**Sales Rep:** Mark Mazac
Phone: (512) 943 1100	**Phone:** (512) 943 1100	**Phone:** (512) 271 6538
Email: accountspayable@wilco.org	**Email:** Don.Heflin@Wilco.Org	**Email:** mmazac@dataprojections.com

TITLE

SVC14665 - WILCO - DPI CUSTOMER GOLD MAINTENANCE FOR ALL COURTROOMS - 2023 TO 2024

SCOPE OF WORK

System Description

- Data Projections will provide a One Year Custom Gold Service Agreement to Williamson County for all locations, room and equipment listed below.
- The agreement will span from 12/1/2023 expiring 11/30/2024.
- Data Projections will provide (1) Preventative / Audio Visual Health Check per room annually.
- The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed.
- All Manufacturers warranties are conveyed to WILCO - Data Projections will process any RMAs if applicable.
- Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email DPIServiceTeam@dataprojections.comMonday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Tele-Justice Center

- County Court at Law 1
- County Court at Law 2
- County Court at Law 3
- County Court at Law 4
- County Court at Law 5
- 26th District Court
- GT Annex RM226 (2nd Floor large training room)
- GT Annex Purch105
- HR 108
- 368th District Court
- 395th District Court
- 480th District Court
- 425th District Court
    - The above have the following:
        - TSW-1060
        - TST-902
        - DMPS-4K-350
        - MXW Mics
        - Wired Mics
        - MXA-910s x 4 (Voir Dire Mics Only)
        - MXA-310 (side bar mic)

- Biamp Server I/O
- Sound Masking
- Project and Screen
- Side Displays x 3
- Cisco Codec Pro (with 2 Cisco P60 cameras)
- OFE PC (for soft codec uses, Vaddio AVB)
- Overflow display
- Flex system in Jury rooms.
- VoIP

- 277th District Court o The above have the following:
  -
    - TSW-1060
    - TST-902
    - DMPS-4K-350
    - MXW Mics
    - Wired Mics
    - MXA-910s x 6 (Voir Dire Mics Only)
    - MXA-310 (side bar mic)
    - Biamp Server I/O
    - Sound Masking
    - Project and Screen
    - Side Displays x 5
    - Cisco Codec Pro (with 2 Cisco P60 cameras)
    - OFE PC (for soft codec uses, Vaddio AVB)
    - Overflow display
    - Flex system in Jury rooms.
    - VoIP
- Grand Jury Room o The above have the following:
  -
    - TST-902
    - DMPS-4K-350
    - Project and Screen
    - Clever Touch (on mobile cart)
- JP Courts
  - JP1 (Round Rock)
    - TSW-1060
    - CP3N
    - NVX System (17 endpoints)
    - MXW Mics
    - Biamp Forte DAN VT
    - Sound Masking o Side Displays x 3
    - Cisco Codec Pro (with 2 Cisco P60 cameras)
    - OFE PC (for soft codec uses, Vaddio AVB)
    - Overflow display
  - JP2 (Cedar Park)
    - TSW-1060
    - CP3N
    - NVX System (13 endpoints)

- MXW Mics o Wired Mics
- Biamp Forte DAN VT
- Sound Masking
- Side Displays x 3
- Cisco Codec Pro (with 2 Cisco P60 cameras)
- OFE PC (for soft codec uses, Vaddio AVB)
- Overflow display

◦ JP3 (Georgetown)
- Extron Crosspoint 84
- Extron TLP Pro 1220TG
- Wired Mics
- Biamp Forte
- Side Displays x 3
- Overflow display
- Cisco Codec Pro (with 2 Cisco P60 cameras)
- OFE PC (for soft codec uses, Vaddio AVB)

◦ Juvenile Court
- TSW-1060
- CP3N
- NVX System (23 endpoints)
- MXW Mics
- MXA-310 (bench mics)
- Wired Mics
- Biamp Forte DAN VT
- Sound Masking
- Side Displays x 3
- Cisco Codec Pro (with 2 Cisco P60 cameras)
- OFE PC (for soft codec uses, Vaddio AVB)
- Overflow displays x 2

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE

[redacted]

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SVC-RENEW-CUSTOM-1YR	DATA PROJECTIONS	RENEW CUSTOM MAINTENANCE AGREEMENT 1 YR	1.00	$50,000.00	$50,000.00

Subtotal:	$50,000.00
Estimated Tax:	$0.00
Total:	$50,000.00

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.

BUYER:_____ SIGNATURE:_____ DATE:_____
(Print Name)

DATA
PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE [redacted]

GENERAL TERMS AND CONDITIONS

This quote is an estimation and is subject to change based on the actual hours onsite.

Please note; if a return trip is determined to be necessary, an additional quote will be provided. We can accept a credit card or a purchase order as a method of payment to proceed with scheduling this service call.

All service quotes are valid for 30 days from the date issued; and a new quote can be generated by request.

Commissioners Court - Regular Session **13.**

Meeting Date: 10/24/2023

Approval of Service Contract for Narcotic Disposal Services with Cleaning Guys, LLC for the Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contract #202406 between Williamson County and Cleaning Guys, LLC for the amount of $2,904.33, and authorize the execution of the contract.

Background

Approval of the service contract will benefit the Williamson County Sheriff's Department for the removal and disposal of hazardous narcotics. The attached contract and quote describe the work to be provided. Funding source is 01.0100.0560.004100 for FY24. The department point of contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cleaning Guys Agreements

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 04:36 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:37 AM
Form Started By: Mary Watson		Started On: 10/12/2023 01:55 PM
Final Approval Date: 10/19/2023		

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 The Cleaning Guys, LLC dba CG Environmental Haz/Mat (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 AS NEEDED BASIS, 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 per Estimated as Quoted.

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:

The Cleaning Guys, LLC dba CG Environmental Haz/Mat
_____
Name of Service Provider

_____
Authorized Signature

Laura McCallum Digitally signed by Laura McCallum Date: 2023.09.29 10:15:32 -05'00'
_____
Printed Name

Date: _____ ____, 20____

Exhibit "A"
Quote/Proposal

CG ENVIRONMENTAL HAZ/MAT

Corporate HQ
24/7/365 Dispatch: 855.483.8181 | Office: 817.483.8181 | Fax 817.483.5887
5255 Teague Rd | Fort Worth, TX 76140

WORK AUTHORIZATION / SERVICE AGREEMENT

Responsible Party:	Williamson County	**Contact Name & Number:**	
Project:		**Project Location:**	
IF APPLICABLE, PLEASE PROVIDE INSURANCE INFORMATION IN FIELD PROVIDED BELOW			
Insurance Provider:		*COPY OF INSURANCE MUST BE PROVIDED*	

This service contract ("Contract") is entered into on the date last written below ("Effective Date") by and between the Cleaning Guys, LLC ("CG") and the "Customer" identified above for work to be performed on the Project and Location identified above:
IN CONSIDERATION of the mutual agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) **Work to Perform.** CG hereby agrees to furnish all services, labor, materials, equipment and other items reasonably necessary to complete the work described below at the Project ("Work") in accordance with the provisions of this Contract and CG policies and practices where not specifically addressed in this Contract:

☐ Following described work:

✔ *Response to decon and/or contain contaminate from affected areas as identified by the responsible party and/or representatives acting for responsible party. Work to be performed on an 'As Needed Basis', including but not limited to proper safety and DOT appropriate materials, disposal and transportation.*

☐ As provided in attached Scope of Work/Proposal (Attachment 1).

By executing the Contract below, The Customer hereby authorizes CG to commence Work with its next available crew ("Commencement Date").

2) **Price.** Customer shall pay to CG in U.S. Dollars all amounts due for Work in accordance with the following selected pricing ("Price"):

☑ **Time and Materials.** All work performed on a time and materials basis and shall be priced in accordance with CG's Time and Materials Rate Schedule attached hereto as Attachment 2 and incorporated herein ("Rate Schedule") and shall be subject to the conditions and limitations set forth in the Rate Schedule and Contract. Time and Materials pricing shall not include any guaranteed maximum nor exceed limitations unless specifically agreed to in writing and signed by all the parties.

☐ **Lump Sum.** All work described above shall be performed for the sum of $_____, which sum shall be subject to adjustments as hereinafter provided in this section 2

☐ **Attached Proposal.** All Work described above shall be priced in accordance with CG's Scope of Work/Proposal dated _____, a copy of which is attached hereto as Attachment 1 ("Proposal").

In the event any changes in the Work or performance are requested or should CG be delayed or interrupted in its performance of the Work due to circumstances beyond its control, the Price stated above shall be subject to equitable adjustment for the costs associated with such changes, delays or interruptions, plus reasonable overhead and profit thereon.
Price specified herein does not include any state and/or local sales or use taxes on the Work or services performed, unless specifically stated in a Proposal. Any such taxes that may be due, whether included in the Price, shall be obligation of Customer, and CG will attempt to separately itemize all such taxes on its invoice.

3) **Invoicing and Payment.** Customer shall pay Price upon receipt of an invoice from CG or as agreed in Proposal. CG may require advance payment or deposit prior to beginning Work. In the event completion of Work may take more than one week, then CG may require progress payments in the amount and on a schedule deemed appropriate by CG. Progress payments may be based upon i) labor, material and equipment used during a period; ii) portion of Work completed during the prior week; iii) percentage of completion; iv) benchmarks (dates, completed projects, etc.; v) set dates, etc. If Customer fails to timely make any portion of payment when due, then CG shall have the right to halt Work, and any schedules or deadlines for performance for Work shall be extended by the time period that payment has been delayed.
Invoices may be submitted to Customer by fax, e-mail, mail or personal delivery. Customer agrees to make payment of full amount upon receipt of the invoice. Payments shall be in U.S. Dollars by check written on U.S. bank account with sufficient funds. Acceptance of any payment by check shall not be considered actual receipt of funds unless and until Customer's check is paid and good funds have cleared and been credited to CG's account. Payment shall be made to CG at the address of CG set forth below and in accordance with the terms specified in this Contract without offset by Customer for the Work, regardless of whether Customer has a right to indemnity, insurance, or any reimbursement for remediation or restoration on the Project. Interest shall accrue on payments not received within fifteen (15) days of the date due at the lesser of (i) the maximum lawful interest rate of eighteen percent (18%) annum or (ii) one and one-half percent (1.5%) per month.
Customer shall review all invoices and that portion of the Work covered by the invoice within ten (10) days of delivery of the invoice and notify CG in writing of any exceptions, deficiencies or disputed in the Work performed, invoice or related documents within that time. Customer's notice of any exceptions, deficiencies or disputed as to the Work or Invoice shall specify any basis for the exceptions, deficiencies or dispute and actions requested to remedy same.
To secure payment, Customer hereby directs its insurance carrier to pay directly to CG (excluding Customer's name from the draft) any balance due for Work. Customer authorizes CG to submit all invoices directly to Customer's insurance company or its representative or adjuster, where insurance coverage has been identified. Customer shall remain primarily and fully responsible for payment of all sums owed to CG for any services provided and not paid by Customer's insurance. Customer agrees to make full payment in accordance with Contract if Customer's insurance does not timely make payment when due.
Insurance Type and Limits of Coverage. CG shall provide and maintain during the performance of the Work, commercial general liability insurance coverage with limits of liability of at least $1,000,000 per occurrence and annual aggregate.

4) **Independent Contractor.** The status of CG and its employees and subcontractors to Customer shall be that of an independent contractor and not any other relationship including partner, agent or employee. In all of its activities under this Contract, CG shall act consistently with its status as an independent contractor. None of CG's employees, agents or subcontractors shall be deemed employees of Customer. Customer does not and will not have actual, potential or any other control over CG, its employees or agents. Persons furnished by CG under this Contract shall not be entitled to any benefits that Customer provides its own employees.

5) **Compliance with Laws and Procedures.**

a) CG and Customer agree to observe and comply with all applicable laws, regulations and ordinances, (collectively, "Applicable Laws") of any governmental authority, federal, state, local or foreign, where appropriate and shall be in compliance with all applicable registration, license and permit requirements.

b) If notified, CG shall reasonably attempt to have its employees, agents and subcontractors comply with applicable rules and policies promulgated by Customer regarding personnel, building and/or workplace practices at the Project. Customer shall provide CG with copies of all applicable rules and policies. If any of these rules and policies adversely affects the timely performance of Work, then there may be a modification to Work and/or Price.

6) **Changes and Modifications.** At any time prior to completion of that portion of the Work, Customer may request changes to Work. Any request for modification to the Work shall be in writing and as specified in the Contract. If any such change causes an increase or decrease in the cost of or the time required for the performance to any service under the Work, whether changed or not changed, an equitable adjustment shall be made in Price and/or delivery schedule. The parties agree to memorialize this modification to writing and execute same. CG shall notify Customer within ten (10) days of receipt of such change or modification of any adjustment in Price. Any change in this Contract shall be made pursuant to this Contract.

7) **Warranties and Correction of Work and Remedies.**

a) CG shall provide all Work in a workmanlike manner with the care, skill, diligence, professional knowledge, judgment, and expertise, according to the Scope of Work or if not specified in the Scope of Work then according to standard practices and procedures used at the time by CG, or industry standards in the area around the Project. CG warrants and represents that all products and services provided or installed by CG shall: (I) not violate any patent, copyright, trade secret, or other proprietary interests; and (II) otherwise fully conform to the description or Statement of Work in this Contract. Customer's exclusive remedies in connection with the Work or any breach of contract or warranty concerning the Work on this Project shall be (I) correction of the portion of the Work not acceptable by repair, adjustment or re-service of Work, or at CG's option (II) refund of sums paid by Customer for that portion of the Work which is defective or not as warranted or agreed, but such amount shall not exceed the total amount paid CG for the work. THIS LIMITED WARRANTY AND REMEDY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DENIED BY CG AND WAIVED BY CUSTOMER, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. IN NO EVENT SHALL CG, ITS OFFICERS, AGENTS, OWNERS OR EMPLOYEES BE LIABLE UNDER ANY THEORY OR REMEDY (CONTRACT, IMPLIED WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY) FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AND/OR ANTICIPATED OR LOST PROFITS; INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES OR EXPENSE WHICH ARISE FROM OR IN CONNECTION WITH THE WORK, CONTRACT, WARRANTY OR ANY SERVICES PERFORMED BY CG. CUSTOMER AGREES TO BE FULLY RESPONSIBLE FOR COMPLYING WITH ALL HAZARDOUS WASTE GENERATOR REGULATIONS.
"Material defects" as used in the agreement shall mean problems with the materials or services performed which are readily visible and not acceptable to a reasonable tradesman in the business.

b) CG shall have no responsibility for any conditions or contaminants on the location prior to the performance of Work, including any defective, pre-existing, concealed, hidden or not visible conditions. As a condition to bringing suit to enforce CG's obligations hereunder, Customer must give CG written notice of any breach or failure of CG within 30 days of its discovery. This warranty shall terminate and be of no further force or effect in the event Customer or any person or entity other than CG attempts or undertakes to remedy any of the Work claimed to be not as warranted or represented without first giving CG written notice of such claim and a reasonable opportunity to correct same.

c) Inspection of Work. Customer agrees to inspect Work upon its completion or any segment thereof and agrees to notify CG in writing of any claim, damage, defects, deficiencies, or failures in performance as soon as possible, but in no event later than 30 days of the earlier of completion of Work or invoicing of partial performance. Customer shall notify CG in writing of such deficiencies or non-conforming Work.

8) **Safety and Security.** Customer shall be responsible for the safety and security of its property during the time CG is performing its Work. CG shall be responsible for initiating, maintaining and supervising all safety precautions and programs for is employees and subcontractors. If possible, CG shall carry out Work in a manner that will minimize disruption of activities of Customer in other areas of property not a part of the Project.

9) **Defaults and Termination.**

a) Termination without cause. Without prejudice to any other rights or remedies, Customer may immediately terminate all or any part of Contract for its convenience upon written notice to CG, in which case CG shall be paid in full for all services performed, including the percentage of the Price reflecting the percentage of equipment, materials or services provided or performed prior to notice of termination, plus costs resulting from Customer's termination. The forgoing amounts shall also include equipment, material or services provided by CG in termination of Work. In the event of such termination, CG shall stop all work in a safe and expeditious manner so as not to unreasonably damage or risk any portion of the Work completed. Customer shall be liable or obligated to pay for all equipment, materials or services provided or performed up until the work is stopped, including any costs incurred in demobilization by CG and any supplies, fabrications or materials already ordered which cannot be returned to any suppliers or subcontractors. In addition, CG shall be entitled to receive a reasonable profit on the job due to lost opportunities of other projects not taken.

b) Termination for Cause. In the event either party (i) becomes bankrupt or otherwise insolvent, (ii) commences or becomes the object of any proceeding involving that party's insolvency, bankruptcy, reorganization, dissolution, liquidation, or any similar proceeding for the relief of financially distressed debtors, or (iii) fails in any material way to perform any of the obligations under this contract, or so fails to make progress as to endanger such performance and does not cure such failure within a reasonable time of written notification by Customer, then Customer may, at its sole election, by notice to CG, terminate this Contract. If terminated for cause, CG shall not be entitled to payment of any additional amounts due to termination. The rights and remedies of Customer in this clause are in addition to any other rights and remedies provided by law under this contract or otherwise.

10) **Force Majeure.** CG shall not be liable for delays in the completion of the project resulting from circumstances beyond CG's reasonable control and occasioned by Customer's fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal government or any department or agency thereof, civil or military, acts of God, acts or failure to act by Customer, fires, floods, strikes, lockouts, embargos or wars. Upon the happening of any circumstance or cause aforesaid, CG shall notify Customer without delay. Any relief granted to CG shall be limited to an extension of time to complete the project to the extent the circumstance or cause delays the progress of the project.

11) **Severability.** If any provision of the Contract is invalid or unenforceable against any person or party, the remaining provision and the applicability of such provision to other provisions or parties shall not be affected thereby. Each remaining provision of Contract shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

12) **Third Party Beneficiaries.** This Contract is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to the Contract except for the assignment of insurance proceeds provide in Section 3.

13) **Confidentiality.** The Parties shall not, except as necessary in the performance of this Contract or as authorized in writing by the other party, supply, disclose, or otherwise permit access at any time to any confidential information concerning or in any way related to CG and Customer. Neither party shall publicize this Contract or disclose, confirm, or deny any details thereof to third parties, or use any photographs or video recording of CG's property, officers, employees, or guests. Further, CG and Customer acknowledge that they or their employees may, in the performance of this Contract, come into possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with CG or Customer, unless (a) the disclosure is (I) required by law, (II) required by order of any court or tribunal or (III) necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (b) the information has been acquired from other sources not due to a breach of this Contract.Customer agrees not to assert any proprietary interest or claim of confidentiality regarding any of the cleaning and restoration procedures developed and used by CG in the performance of Project.

14) **Waiver.** No provision hereof may be waived except by written documentation stating such signed by the party to be bound thereby. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such provision. If any provision of the Contract is invalid or unenforceable as against any person or party, the remaining provisions and the applicability of such provision to other provisions or parties shall not be affected thereby, and each remaining provision of Contract shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

15) **Notices.** Any notices required or permitted to be sent under this Contract shall be delivered by hand; mailed by registered or certified mail, return receipt requested; or faxed and confirmed by registered or certified mail to the parties as set forth on the signature page or changed in accordance with this section.

Mailed notice shall be deemed effective on the fourth (4th) day following the date of deposit with the U.S. Postal Service; faxed notices shall be deemed effective upon receipt by the other party, if confirmed.

16) **Governing Law and Forum.** The parties' rights and obligations under this Contract will be governed, construed, interpreted and enforced according to the laws of the State of Texas, without regard to its laws pertaining to conflicts of laws, unless such a provision is contrary to state law where the Project is located, unless otherwise agreed in writing by both parties. Each party does hereby submit to the jurisdiction of the State of Texas.

17) **Dispute Procedure and Mediation.** If any claims, controversies and/or disputes arise between the parties that are not settled in the normal course ("Claims"), either party may upon written request invoke the procedures set forth in this Section. Within ten (10) business days of either party's receipt or request, proceed accordingly to designate representatives and discuss Claims. At the meeting, each party shall disclose and provide all documents and information regarding the basis of each party's position and in good faith attempt to negotiate a resolution to Claims. If these designated representatives do not resolve the dispute, then the parties or the chief executive officers of each party shall meet along with the previously designated representatives within five (5) business days of any written request for such a meeting where the parties shall negotiate in good faith. If Claims are not resolved, then both parties agree to submit the dispute to a non-binding mediation, locally, with a qualified mediator agreed upon by the parties. If the parties fail to agree on an individual mediator within five (5) days after written notice to mediate, Claims shall be submitted for mediation to the American Arbitration Association (AAA") pursuant to AAA mediation rules in Texas. The parties agree to participate in mediation within ten (10) business days of any written request for mediation at the earliest date available to the mediator, thereafter. The parties agree to follow this procedure before filing suit to enforce any portion of Contract of Work, but the procedure set forth in the Section shall not be a condition to a party exercising any rights or remedies under this Contract, at law or in equity. Each party shall bear its own cost of all such procedures, except for compensation of the mediator or mediation service, which shall be divided equally by the parties. However, if either party refuses to comply with any of the procedures set forth herein, then that party shall be solely responsible for all additional costs or fees incurred in initiating legal proceedings.

18) **Limitations on Actions and Damages.** No action shall be maintained by or on behalf of CG against Customer upon any claim arising out of or based upon Contract, or reasons of any act, omission or requirement of Contract, unless commenced within two (2) years from the time CG last performs Work under Contract or CG submits its requisition for final payment, whichever is earlier. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, SAVINGS, OR ANY DIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF INFORMED OF THIS LIABILITY UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS CONTRACT. Under no circumstance will CG be considered a co-generator of waste.

19) **Multiple Counterparts and Facsimile.** This Contract may be executed in separate or multiple counterparts by the parties. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all of such copies shall be considered as one and the same Contract. In addition, any true and correct photocopy or facsimile copy of Contract or Contract Documents together with any signatures on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to the Contract or Work. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without effecting the effective date or actual execution dates.

20) **Entire Agreement**. This Contract and the following Attachments, Exhibits and other documents referenced below ("Contract Documents") comprise the complete and entire understanding and agreement of the parties as to the Work on the Project. No engagements, promises, representation, or warranties have been made by either party except as is expressly stated in Contract documents, and the parties hereby expressly disclaim all implied warranties, representation, agreements not set forth in the Contract Documents. No modification, alteration or waiver of this Contract or any provision hereof shall be effective unless in writing and signed by both parties hereto.

This Contract includes the following attachments: *(MARK APPLICABLE ATTACHMENTS)*

- ☐ Scope of Work/Proposal *(Attachment #1)*
- ☑ Time and Materials Rate Schedule *(Attachment #2)*
- ☑ 3rd Party Authorization Form-Disposal *(Attachment #3)*
- ☐ Others (specify) _____ *(Attachment # _____)*

The headings assigned to the sections of Contract are solely for the convenience of the parties and shall not limit the scope or be considered to interpret this Contract. The terms set forth in Service Contract shall control over any conflicts between its terms and the terms for any other Contract Document, except as specifically stated otherwise. The terms of Contract shall be interpreted consistently without regard to which party may have drafted its terms and without regard to any such presumptions.

By execution of this Contract, CG and Customer each accept and agree to the terms and conditions of the Contract and all contractually related Documents as of this ____day of _____20___.

To be Completed by the Appropriate CG Representative

The Cleaning Guys, LLC dba CG Environmental	
Signature:	Laura McCallum
Printed Name:	**Laura McCallum**
Title:	**Contract Administrator**
Phone Numbers	**O) 855/817.483.8181**
	F) 817.483.5887
Address:	**5255 Teague Rd Fort Worth, TX 76140**
JOB # ASSIGNED TO CURRENT/ ACTIVE PROJECT:	

To be Completed by an Authorized Representative of Responsible Party

Generator / Responsible Party :	Williamson County
Signature:	
Printed Name:	
Title:	
Phone Numbers	*OFFICE/CORPORATE:*
	DIRECT/CELL:
MAIL/BILL TO	508 S. Rock St.
Full Address:	Georgetown TX 78626
PHYSICAL/SITE	508 S. Rock St.
Full Address:	Georgetown TX 78626
Payables Contact:	Virginia Johnson
Payables Email:	SO-AP@wilco.org

THIRD PARTY AUTHORIZATION
for Special Waste Disposal

Date: _____

This authorization is valid until revoked in writing by the undersigned.

To Whom It May Concern:

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Name of Authorized Agent Abby Holovach Randy Cumberland, Otto Audirsch, Danielle Britt	Title Waste Department
Name of Company Cleaning Guys LLC	Telephone Number 855-483-8181

The undersigned hereby warrants, covenants, and represents that the broker/individual listed above is the duly authorized agent of the undersigned and has full, express and complete authority to act on behalf of and bind the undersigned, including, without limitation and under no circumstance will be considered a co-generator of waste:

(1) Complete and sign Special Waste Profile(s);

(2) Complete and sign Special Waste Profile-Recertification(s);

(3) Authorize amendments to Special Waste Profile(s);

(4) Sign contracts to dispose and/or transport material;

(5) Sign certifications necessary to comply with landfill requirements; and

(6) Sign manifest to initiate shipment to disposal facilities.

Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.

Name of Company Williamson County	Mailing Address 508 S. Rock St.
Generator Contact (Print Name)	Title
Signature (Wet Signature)	Telephone Number

Third Party Signature Authorization For Special Waste Disposal

REPUBLIC SERVICES

Date: _____

Profile Number: _____

For office use only.

This Authorization is only valid for 3 years from the above date.

To Whom It May Concern:

Name of Waste

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Abby Holovach, Otto Audirsch, Randy Cumberland
Name of Authorized Agent

Waste Department Team
Title

CG ENVIRONMENTAL
Name of Company

(855)-483-8181
Telephone Number

The above broker/individual is authorized to act as our authorized agent for the following purposes:

- ☑ Complete and sign Special Waste Profile
- ☑ Complete and sign Special Waste Profile-Recertification
- ☑ Authorize amendments to Special Waste Profile
- ☑ Sign contracts to dispose and/or transport material
- ☑ Sign certifications necessary to comply with landfill requirements
- ☑ Sign manifests to initiate shipment to disposal facilities

I understand that attaching an electronic signature, I am signing this document, consent to complete this transaction and receive all related communication electronically, and agree this document will be binding as though I had physically signed it. A printout of this document may be accepted with the same authority as the original.

If electronic signature is preferred, please submit completed (unsigned) form to your Special Waste Coordinator or Special Waste Sales Executive to initiate signature process.

Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.

Williamson County
Name of Company

508 S. Rock St. Georgetown, TX 78626
Mailing Address

Generator Contact (Print Name)

Title

Signature

Telephone Number

THIRD PARTY AUTHORIZATION
for Special Waste Disposal

Date: _____

This authorization is valid until revoked in writing by the undersigned.

To Whom It May Concern:

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Name of Authorized Agent Abby Holovach Randy Cumberland, Otto Audirsch, Danielle Britt	Title Waste Department
Name of Company Cleaning Guys LLC	Telephone Number 855-483-8181

The undersigned hereby warrants, covenants, and represents that the broker/individual listed above is the duly authorized agent of the undersigned and has full, express and complete authority to act on behalf of and bind the undersigned, including, without limitation and under no circumstance will be considered a co-generator of waste:

(1) Complete and sign Special Waste Profile(s);

(2) Complete and sign Special Waste Profile-Recertification(s);

(3) Authorize amendments to Special Waste Profile(s);

(4) Sign contracts to dispose and/or transport material;

(5) Sign certifications necessary to comply with landfill requirements; and

(6) Sign manifest to initiate shipment to disposal facilities.

Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.

Name of Company Williamson County	Mailing Address 508 S. Rock St. Georgetown TX 78626
Generator Contact (Print Name)	Title
Signature (Wet Signature)	Telephone Number

CG Environmental Estimate Proposal Form

THE ENVIRONMENTAL SOLUTION ™

ACCOUNTS PAYABLE INFORMATION

WILLIAMSON COUNTY	TBD	85
INVOICE TO COMPANY NAME	INVOICE TO- STREET ADDRESS	75
Virginia Johnson	SO-AP@wilco.org	512.943.1316
AP CONTACT FULL NAME	AP E-MAIL ADDRESS	AP PHONE NUMBER
	PAYMENT TERMS	ISSUED PURCHASE ORDER (if applicable)

340
300
250

GENERATOR / PROJECT INFORMATION

WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN TX
GENERATOR NAME	PROJECT- STREET ADDRESS	PROJECT- CITY, STATE, ZIP CODE
TAMARA RODERICK	512-943-1355	NO
NAME OF PERSON WHO ORDERED WORK/ESTIMATE	PHONE NUMBER OF PERSON WHO ORDERED WORK/ESTIMATE	WILL INSURANCE BE INVOLVED IN THE PAYMENT OF THIS PROJECT?
		960
ONSITE CONTACT NAME	ONSITE CONTACT PHONE NUMBER	ONSITE CONTACT EMAIL ADDRESS

960

ACCOUNT MANAGER INFORMATION

#N/A	#N/A	################################
E-MAIL ADDRESS	DIRECT PHONE NUMBER	REPRESENTATIVE NAME
Austin	#N/A	Monday, September 11, 2023
SUPPORT AREA	CG SALES TERRITORY	DATE PROPOSAL CREATED

-280

SCOPE OF WORK RECAP **$2,904.33**

JOB SCOPE: ESTIMATE IS TO PICK UP 83 POUNDS OF LIQUID METH FOR PACK UP AND DISPOSAL

Clarifying Information:

This estimate is based on information provided by the generator to build scope of work. Scope of work includes items charged at our current rates, including, but not limited to: Transportation & Labor- Portal to Portal, Mobilization, Demobilization, Equipment, Incidentals, PPE, Tools, and Misc. Items needed to complete full scope of work.

Waste is based on pending profile approvals, signed and approved profiles, and volumes collected/generated. All profiles are subject to additional surcharges if waste is determined by disposal facility to be non-conforming. Actual quantities and profiles will be charged accordingly. Waste is considered NONHAZ for the purpose of this estimate. If analytical proves that the waste is HAZARDOUS new pricing will be submitted for HAZ WASTE.

*See "Estimate Breakdown" for initial scope of work

################################## Submitted by (CG Representative)

RESPONSIBLE PARTY ACCEPTANCE

Initial estimated quantities are based upon information provided to CG Environmental as detailed in "Estimate Breakdown". Quantities and rates may be subject to change based upon actual work performed. Customer agrees to all charges necessary to complete actual work performed.

Final invoice to reflect actual amount of hours worked, equipment and material used, accumulated waste charge for disposal, and an environmental compliance surcharge using our schedule of rates. Responsible party agrees to pay invoice within payment terms. If invoice is not paid within payment terms, responsible party agrees to pay all costs of collection and reasonable attorney fees with legal venue agreed to be CG headquarters of Tarrant County, Texas

Authorized Representative Printed Name & Signature (email acceptance of estimate will be considered same as signature)		Acceptance Date

v 04.28.2020

ESTIMATE BREAKDOWN

DURATION (If Applicable)	QTY	ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
4.00	1.00	CG CHEMICAL FOREMAN-HOURLY NON OT	85.00	$ 340.00
4.00	1.00	CG CHEMICAL TECH-HOURLY NON OT	75.00	$ 300.00
	1.00	HAZ DRUM TRUCK-DAILY	250.00	$ 250.00
	2.00	YELLOW SUIT	26.00	$ 52.00
	2.00	FULL FACE RESPIRATOR-DAILY	45.00	$ 90.00
	2.00	CHEM GLOVE	25.00	$ 50.00
	2.00	LATEX GLOVE	3.00	$ 6.00
	2.00	CHEM BOOTS	45.00	$ 90.00
	2.00	CARTRIDGE PACK-FFR	64.00	$ 128.00
	2.00	VERMICULITE BAG	31.00	$ 62.00
	5.00	DIESEL-PER GALLON	4.50	$ 22.50
	1.00	DRUM-EMPTY POLY	105.00	$ 105.00
	1.00	DISPOSAL-DRUM (ADULTERATED METHAMPHETAMINE	960.00	$ 960.00
	1.00	TRANSIT FEE-HAZARDOUS DRUM	125.00	$ 125.00
	1.00	HAZARDOUS WASTE PROFILE FEE	200.00	$ 200.00
	1.00	ADMIN	25.00	$ 25.00
		WILCO CG 10% DISCOUNT	**-280.00**	**$ (280.00)**

Quotation is an estimate only. Final invoices will be based on actual time, materials and waste incurred and will be invoiced portal to portal.

Thank You For The Opportunity to Service Your Needs

*THESE PROPOSED COSTS FROM CLEANING GUYS LLC DBA CG ENVIRONMENTAL ARE **ESTIMATES ONLY** AND ARE SUBJECT TO CHANGE BASED ON ACTUAL WORK PERFORMED.*

	$2,525.50
ENVIRONMENTAL INSURANCE & FUEL RATE	15.00%
ENVIRONMENTAL INSURANCE & FUEL	$378.83
TAX RATE	EXEMPT
TAX	$0.00
ESTIMATED TOTAL	**$2,904.33**

WILLIAMSON COUNTY
ADDENDUM TO THE CLEANING GUYS LLC SERVICE AGREEMENT

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 ADDENDUM TO THE CLEANING GUYS LLC SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** ("Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Cleaning Guys, LLC dba Environmental Haz/Mat** (hereinafter "CG"), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted The Cleaning Guys, LLC Service Agreement ("Service Agreement") and the following changes shall be incorporated as if part of the Service Agreement.

I.

Effective Date and Term: This Service Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2024, or when terminated pursuant to this Service Agreement.

II.

Consideration and Compensation: 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 Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of 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.

III.

Tax Exemption: The Customer 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 Customer agrees to provide exemption certificates to CG upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against CG for the supplies or products provided or any services rendered.

IV.

No Waiver of Sovereign Immunity or Powers: Nothing in this Service Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless CG for any reason are hereby deleted.

V.

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

VI.

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

VII.

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

VIII.

Public Information: CG understands that Customer 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.

IX.

Authorized Expenses: In the event Customer authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Service Agreement, Customer 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.

WITNESS that this Service Agreement 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:

The Cleaning Guys, LLC
Name of Service Provider

Laura McCallum
Authorized Signature

Laura McCallum
Printed Name

Date: October 13, 2023

Commissioners Court - Regular Session **14.**

Meeting Date: 10/24/2023

Approval of Amendment #2 to RFP #21RFP4 Jail Inmate Food Services with Aramark Correctional Services, LLC for the Sheriff's Office/Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action on approving Amendment #2 for Jail Inmate Food Services contract #21RFP4 between Aramark Correctional Services, LLC and Williamson County to authorize price increase to provide jail inmate food service pursuant to Tex. Loc. Gov't Code 262.024(a)(8) and 351.001, for the same terms and conditions as the existing contract with an increase in the per-meal price detailed in the attached spreadsheet. Pricing shall be effective November 23, 2023 through November 22, 2024.

Background

The original contract award was approved by the Commissioners Court on November 23, 2021. This Amendment #2 is the second increase option for the Jail Inmate Food Services contract #21RFP4. The per-meal price is increasing by 7% per line item, per Paragraph 6 of the original agreement. The funding source is 01.0100.0570.003306. Department contact is Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1 and Price Tab

Amendment #2 and Price Tab

Original Contract 2021

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 04:51 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:44 AM
Form Started By: Kim Chappius		Started On: 10/17/2023 10:11 AM
Final Approval Date: 10/19/2023		

DocuSign Envelope ID: A8356A22-4345-43AD-81FD-1D5789858F5E

Amendment No. 1 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 1 (the "**Amendment**"), is entered into this 23 day of Nov, 2022 by and between Williamson County, TX (the "**County**"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 ("**Aramark**").

WHEREAS, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the "**Agreement**");

WHEREAS, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2022.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2021 and ending on November 22, 2022.

2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Market Basket of Products. These prices shall be effective from November 23, 2022 through November 22, 2023, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.

3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be

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signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

DocuSigned by:
Stephen Yarsinsky
8DD54D82B0CD4AA...

Stephen Yarsinsky
Vice President, Finance
Date:

Williamson County, Texas

Bill Gravell (Nov 22, 2022 11:28 CST)

Judge Bill Gravell
Williamson County Judge
Date: Nov 22, 2022

DocuSign Envelope ID: A8356A22-4345-43AD-81FD-1D5789858F5E

Attachment A

Williamson County, TX
Effective November 23, 2022 through November 22, 2023

Population	Price Per Meal
400 - 449	$1.476
450 - 499	$1.410
500 - 549	$1.356
550 - 599	$1.313
600 - 649	$1.276
650 - 699	$1.234
700 - 749	$1.219
750 - 700	$1.196
800 and up	$1.174
Snacks	$0.569
Staff Meal	$2.755

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

21RFP4 Jail Inmate Food Services

Population	Price Per Meal ($) FY22	Price Per Meal ($) FY23	PRICE INCREASE PROPOSED
400-449	$1.339	$1.476	10.231%
450-499	$1.279	$1.410	10.242%
500-549	$1.230	$1.356	10.243%
550-599	$1.191	$1.313	10.243%
600-649	$1.158	$1.276	10.190%
650-699	$1.120	$1.234	10.178%
700-749	$1.106	$1.219	10.217%
750-799	$1.085	$1.196	10.230%
800 and up	$1.065	$1.174	10.234%
SNACKS	$0.516	$0.569	10.271%
STAFF MEAL	$2.50	$2.755	10.200%

Agenda Item #18, CC 11.22.22 Approval for 21RFP4 Amendment and Price Tab Increase with Aramark (Kim)

Final Audit Report 2022-11-22

Created:	2022-11-22
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIHJMqnCy8T8XQJo7G0ProoSNdZZt5kFz

"Agenda Item #18, CC 11.22.22 Approval for 21RFP4 Amendment and Price Tab Increase with Aramark (Kim)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2022-11-22 - 2:32:27 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2022-11-22 - 2:33:14 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-11-22 - 2:42:06 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-11-22 - 4:36:30 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-11-22 - 4:36:30 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2022-11-22 - 5:28:29 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-11-22 - 5:28:39 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2022-11-22 - 5:28:39 PM GMT

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Amendment No. 2 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 2 (the "**Amendment**"), is made and entered into by and between Williamson County, TX (the "**County**"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 ("**Aramark**").

WHEREAS, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the "**Agreement**");

WHEREAS, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective as of the date of the last party's execution below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2023 and ending on November 22, 2024.

2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Consumer Price Index. These prices shall be effective from November 23, 2023 through November 22, 2024, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.

3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be

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signed by their duly authorized representatives.

Aramark Correctional Services, LLC

DocuSigned by:
Stephen Yarsinsky
8DD54D02B0CD4AA...

Stephen Yarsinsky
Vice President, Finance
Date: 10/16/2023

Williamson County, Texas

_____

Judge Bill Gravell
Williamson County Judge
Date:

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Attachment A

Williamson County, TX
Effective November 23, 2023 through November 22, 2024.

Population	Price Per Meal
400 - 449	$1.590
450 - 499	$1.519
500 - 549	$1.460
550 - 599	$1.414
600 - 649	$1.374
650 - 699	$1.329
700 - 749	$1.313
750 - 700	$1.288
800 and up	$1.264
Snacks	$0.610
Staff Meal	$2.970

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

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21RFP4 Jail Inmate Food Services

Population	Price Per Meal ($) FY22	Price Per Meal ($) FY23	PRICE INCREASE PROPOSED	Price Per Meal ($) FY24	PRICE INCREASE PROPOSED
400-449	$1.339	$1.476	10.231%	$1.590	7.700%
450-499	$1.279	$1.410	10.242%	$1.519	7.700%
500-549	$1.230	$1.356	10.243%	$1.460	7.700%
550-599	$1.191	$1.313	10.243%	$1.414	7.700%
600-649	$1.158	$1.276	10.190%	$1.374	7.700%
650-699	$1.120	$1.234	10.178%	$1.329	7.700%
700-749	$1.106	$1.219	10.217%	$1.313	7.700%
750-799	$1.085	$1.196	10.230%	$1.288	7.700%
800 and up	$1.065	$1.174	10.234%	$1.264	7.700%
SNACKS	$0.516	$0.569	10.271%	$0.610	7.700%
STAFF MEAL	$2.50	$2.755	10.200%	$2.970	7.700%

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

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JAIL INMATE FOOD SERVICE CONTRACT
FOR THE WILLIAMSON COUNTY JAIL FACILITY
SOLICITATION #21RFP4

(Aramark Correctional Services, LLC)

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between Aramark Correctional Services, LLC ("Vendor", "Contractor", or "Aramark"), 2400 Market Street, Philadelphia, PA 19103, and Williamson County, Texas (the "County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").

2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons, included as Schedule A. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.

3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.

4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change mealtimes at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.

5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility.

6. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

    a. Inmate Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner):

Population	Price Per Meal ($)
400-449	1.339
450-499	1.279
500-549	1.230
550-599	1.191
600-649	1.158
650-699	1.120
700-749	1.106
750-799	1.085
800 and Up	1.065

b. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: **$0.516**

c. Staff Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner): **$2.50**

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on September 30, 2022. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("**CPI-FAH**"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "**Client Menu**"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the then-current year (the "**Base Period**").

7. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.

8. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.

9. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period

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of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

10. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.

11. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

12. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.

13. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.

14. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

15. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

16. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.

17. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.

18. **IN2WORK**: Vendor shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates at the facility through its IN2WORK program ("I2W"). Training will include deployment of Vendor's proprietary materials. The County acknowledges that Vendor's

willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

19. **FINANCIAL COMMITMENT**: Aramark shall make a financial commitment to the County of up to Fifty-Five Thousand Dollars ($55,000.00) (the "Financial Commitment) for the purchase of the equipment listed on Schedule B. Any equipment purchased by Aramark on the County's behalf shall be purchased as a "sale-for resale" to the County. The County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall occur during the Initial Term of this Agreement, commencing upon the effective date of the Agreement, and shall be amortized on a straight line basis over the Initial Term. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of the Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. The term "Prime Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark's accounting period. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

20. Indemnification:

INDEMNIFICATION – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR 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 INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS

THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR 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, VENDOR 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") 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 OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR 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.

21. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least $100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of $1,500,000.00 per occurrence, property damages insurance in the amount of $1,500,000.00 per occurrence.

22. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

23. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this Contract in the amount of fifty thousand dollars ($50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

24. Vendor agrees to provide meal service to inmates at the agreed upon price.

25. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

26. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioners Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

27. County agrees to assist Vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.

28. County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied, as to their availability, and Vendor acknowledges that Vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. The Contractor's liability for providing maintenance and repairs will be limited to the sum of $25,000 per contract year (October 1 through September 30 each year (each a "Contract Year")), and which shall pro-rated in the first Contract Year beginning on the Effective Date and ending on September 30, 2022. Contractor shall keep a log of repair and maintenance costs incurred during each Contract Year. In the event the Contractor's expenditures in a Contract Year exceeds $25,000, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County prior to incurring any repair and/or maintenance cost above the $25,000 annual limit. In the event Contractor's annual repair and maintenance expenditures for a Contract Year are less than $25,000 the Contractor shall reimburse the County the difference between the costs incurred and the sum of $25,000. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the

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County will either advise Contractor to proceed with repairs and/or maintenance or the County will assume responsibility for replacing the equipment.

29. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food.

30. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

31. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

32. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force commencing on November 23, 2021 (the "Effective Date") until September 30, 2024 (the "Initial Term").

33. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months, until November 22, 2026.

34. Either party to this Contract reserves the right to terminate this Contract upon ninety (90) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail. Other than the County's

responsibilities in this Agreement, and including but limited to its reimbursement obligations in Section 19 and its payment obligations in this Section 34, no penalty will be assessed for Williamson County's termination for convenience.

35. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.

36. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.

37. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such requested increase or change with adequate supporting documentation to justify the request or change, and within thirty (30) calendar days after such notice, Vendor and County shall mutually agree upon reasonable modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services. Such proposed modifications are expressly subject to approval by the Williamson County Commissioners Court, such approval not to be unreasonably withheld, conditioned, or delayed.

38. Force Majeure: If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall provide a written notice with the other party.

39. Miscellaneous:

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a. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.

b. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

c. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract 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.

d. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

County: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
2400 Market Street
Philadelphia, PA 19103

DocuSign Envelope ID: [redacted]

e. Each party to this Contract 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 Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

f. Vendor expressly agrees to inclusion in this Contract of the Proposal Specifications and Terms and Conditions of 21RFP4 ("RFP") and Vendor's Response(s) and Best and Final Offer ("BAFO"), which are incorporated herein as if copied in full. In the event a dispute arises between terms and conditions of (1) this Contract, (2) the RFP, and its Addenda; (3) the Respondent's Proposal; and (4) the BAFO, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Contract and its Addenda, (2) the RFP and its Addenda; (3) the Respondent's BAFO; and (4) Respondent's Proposal.

g. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

h. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.

i. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

j. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have

access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Vendor reasonable advance notice of intended audits.

k. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed 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 at the end of its then-current fiscal year.

l. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

m. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party

warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

n. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

o. 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 Contract. 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.

SIGNED to be effective the ___ Day of _____, 2021.

Williamson County, Texas (County):

_____
Judge Bill Gravell
Williamson County Judge

Aramark Correctional Services, LLC (Vendor):

DocuSigned by:
By: Michael Santoro
33F926671D6946D...
Printed Name: Michael Santoro
Title: Vice President, Finance

DocuSign Envelope ID: [redacted]

SCHEDULE A

Menus

[Menus provided separately with BAFO]

DocuSign Envelope ID: 73[redacted]

SCHEDULE B

Capital Investment Items:	**QTY**
Merchandisers	1
Beverage Cooler	1
Locking Cooler	1
Locking Freezer	1
Microwave	1
TVs for entertainment	1
Couch	0
Lounge Chair	0
Coffee Table	1
Low-Top Tables	4
Dining Chairs	20
Painting	1
Shelves for Pick up Orders	1
Signage and Sign Holders	1
Design Services	1
Installation	1
Freight	1

Capital Investment: Technology	**QTY**
Retail365 Kiosk - Order Ahead	1
Camera Network	1

Commissioners Court - Regular Session **15.**

Meeting Date: 10/24/2023

Parkside at Mayfield Ranch 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 Parkside at Mayfield Ranch Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 24, 2023.

Background

This renewal agreement gives permission for Parkside at Mayfield Ranch 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 24, 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

Parkside at Mayfield Ranch MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:46 AM
Form Started By: Starla Hall		Started On: 10/17/2023 12:20 PM
Final Approval Date: 10/19/2023		

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 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 24, 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: Parkside at Mayfield Ranch Municipal Utility District

Signature: Mark Whitehead

Printed Name: MARK WHITEHEAD

Title: President, Board of Directors

Date: October 10, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: October 17, 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 **16.**

Meeting Date: 10/24/2023

Approval of Withdrawal of only Submittal for IFB #23IFB94 Landfill Farm Lease Hutto-100 Acre Tract 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 closing out bid process and not awarding IFB #23IFB94 Landfill Farm Lease Hutto-100 Acre Tract and accepting the only bidder's withdrawal request due to the land use adjustments presented by Waste Management.

Background

IFB #23IFB94 for Landfill Farm Lease Hutto-100 Acre Tract was issued July 27, 2023. Invitations for bid were electronically sent to sixty-three (63) vendors via the County's Bonfire bidding portal. One response was received by Fischer Farming, but the company has requested to withdraw their submission. The 100-acre farm lease is located on land that is part of the Williamson County Landfill. In a September 6, 2023 discussion with Williamson County staff, Waste Management indicated they may need part of the farm lease area for the storage of soil stockpiles resulting in an adjustment and reduction of the land available for farming. The respondent, Fischer Farming wishes to withdraw their bid after being informed about the limitations on the farm land. Department Point of Contact is Roger Hickman.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Withdrawal Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 04:43 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:47 AM
Form Started By: Kim Chappius		Started On: 10/17/2023 01:52 PM
Final Approval Date: 10/19/2023		

FISCHER
FARMING

Randall Fischer
1057 Doves Landing Ct
Salado Tx 76571

Oct 8th, 2023

Randall Fischer

512-269-3827
FischerDeerCorn@gmail.co

Dear Williamson Co Purchasing Dept

With regards to the Williamson County Land Lease Bid 231FB94. I would request withdrawal of my bid based on the following. After bid was submitted a change of more than 25% of the acreage was requested. This would have decreased the available land to farm. In addition, the land taken out of farm production was in the center of the property. This would have removed efficient farm practices allowed when the property was a complete rectangle shape. Let me know if you have any questions.

Warm Regards,

Randall Fischer

Randall Fischer

Commissioners Court - Regular Session **17.**

Meeting Date: 10/24/2023

Authorize Issuing IFB #24IFB6 Cross Culvert Replacements for FY 24 for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Cross Culvert Replacements for FY24, under IFB #24IFB6.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced construction crews and equipment to construct the cross culvert replacements throughout Williamson County. The estimated budget is $509,768.00. The funding source is 01.0200.0210.003599 and the point of contact is Terron Everton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 10:12 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:12 AM
Form Started By: Johnny Grimaldo		Started On: 10/18/2023 03:50 PM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **18.**

Meeting Date: 10/24/2023

Diamond 2586 WA6 SA1 Chandler Corridor Segment 1

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Chandler Corridor (SH 130 to CR 101) Segment 1. This supplemental is to extend the expiration date to April 30, 2024 and increase the maximum amount payable to $42,350.00. Funding source: P599.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA6 SA1 Chandler Corridor Segment 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/18/2023 03:44 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:51 AM
Form Started By: Vicky Edwards		Started On: 10/18/2023 03:12 PM
Final Approval Date: 10/19/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _6_

WILLIAMSON COUNTY ROAD & BRIDGE DEPARTMENT
PROJECT: Chandler Corridor (SH 130 to CR 101, Segment 1

This Supplemental Work Authorization No. _1_ to Work Authorization No. _6_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _6_ dated effective July 28, 2022 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

III. The Work Authorization shall terminate on April 30, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $32,850.00 to $42,350.00. The revised Rate Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:	**COUNTY:**
By: _____	By: _____
Signature	Signature
___Shane Shafer_____	_____
Printed Name	Printed Name
___President_____	_____
Title	Title
___October 12, 2023_____	_____
Date	Date

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 - Rate Schedule

Attachment A

Services to be Provided by County

A. Provide the specifications requirements for all surveys.
B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
D. Provide aluminum caps for iron rods, if applicable.
E. Provide brass caps for flush mount ROW markers, if applicable.
F. Provide Right-of-Entry example blank form for Surveyor to fill out and send to landowner.

Attachment B

Services to be Provided by Surveyor:

The Following Scope of Services is for One (1) Right-of-Way Acquisition Parcel – WCAD ID – R474779 for Chandler Corridor, Segment 1

Scope of Services:

1. Preliminary Survey (one (1) R.O.W. Acquisition Parcel approximately proposed 12.1 acre tract of land): Perform office work necessary to research for current landowners per Williamson Central Appraisal District (WCAD) and record deed research and plots for Parcel to be acquired and existing right-of-way deeds for Chandler Road and SH 130 and prepare field packet for field crew to find and tie existing right-of-way monumentation. Field work necessary to find and tie boundary corners and existing right-of-way monumentation and visible above ground improvements along the project Route. Office work necessary to process, analyze and determine the existing right-of-way lines for Chandler Road and SH 130 and process points and line work for the improvements. Perform office work to prepare preliminary metes and bounds with sketch for use by Title Company for Commitment for Title Insurance for the tracts of land to be acquired. Location at the southeast corner of intersection of Chandler Road and SH 130. To include Surveyor preparing and sending Right-of-Entry form to landowner.

2. Final Survey (one (1) R.O.W. Acquisition Parcel): Perform office work to review Title Commitment (to be provided by Client) and address any easements or setbacks that may affect the subject tract. Prepare a Land Title Survey with metes and bounds description with sketch. Provide County with original signed and sealed paper copies for the Land Title Surveys.
   Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.

Attachment C

Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Surveyor anticipates sending Preliminary survey for Title Company to prepare Commitment for Title Insurance for the Subject Tract within 7 to 10 working days upon receipt of executed agreement and Right-of-Entry to Subject Tract.

Surveyor anticipates sending Land Title Survey within 7 to 10 working days upon receipt of latest Commitment for Title Insurance.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued
Basis of Estimate

Schedule B Item No. 1:Prliminary Standard Land Surveys – 1 Parcel

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Perform Research, Deed Plots, Prepare Standard Land Surveys	Sr. CADD Tech	16	Hours	$125.00	$2,000.00		
2	Perform Fieldwork to Find existing monumentation, Improvements	3-Man Field Party	20	Hours	$190.00	$3,800.00		
3	Monitor & Review Standard Land Surveys and Right-of-Entry	Project Manager	6	Hours	$140.00	$840.00	**Subtotal**	**$6,640.00**

Schedule B Item No. 2: Final Land Title Surveys –1 Parcel

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Address Title Commitment to prepare Final Land Title Surveys	Sr. CADD Tech	12	Hours	$125.00	$1,500.00		
2	Set appropriate monumentation for Right-of-Way Acquisition Parcels	3-Man Field Party	4	Hours	$190.00	$760.00		
3	Monitor & Review Land Title Surveys	Project Manager	2	Hours	$140.00	$280.00		
4	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	2	Hours	$160.00	$320.00	**Subtotal**	**$2,860.00**

Total Amount: $9,500.00

Commissioners Court - Regular Session **19.**

Meeting Date: 10/24/2023

Final plat for The Cove Phase 1 subdivision – Pct 4

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for The Cove Phase 1 subdivision – Precinct 4.

Background

This is the first phase of The Cove development. It consists of 7 single family lots and 763 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2023-08-14 – initial submittal of the final plat
2023-08-28 – 1st review complete with comments
2023-08-28 – 2nd submittal of final plat
2023-09-08 – 2nd review complete with comments
2023-10-02 – 3rd submittal of final plat
2023-10-05 – 3rd review complete with comments
2023-10-10 – 4th submittal of final plat
2023-10-16 – 4th review complete with comments
2023-10-18 – 5th submittal of final plat with signatures
2023-10-18 – 5th review complete with comments clear
2023-10-19 – final plat placed on the October 24, 2023, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

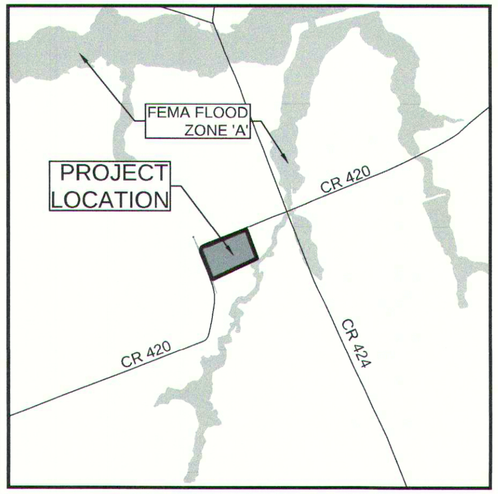
Attachments

final plat - The Cove

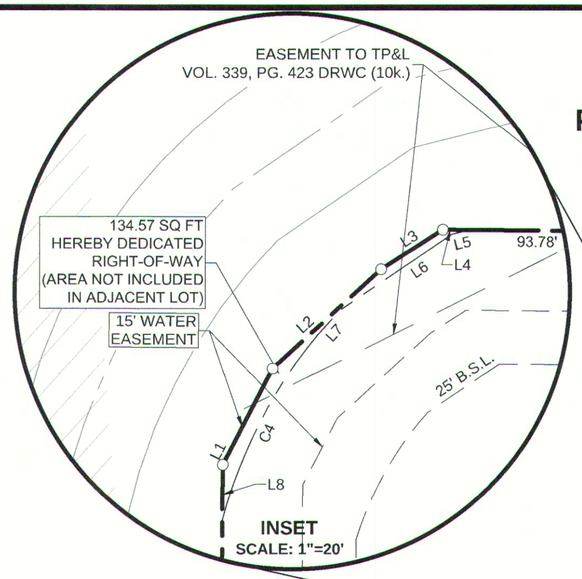
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 11:47 AM
Form Started By: Adam Boatright		Started On: 10/19/2023 11:41 AM
Final Approval Date: 10/19/2023		

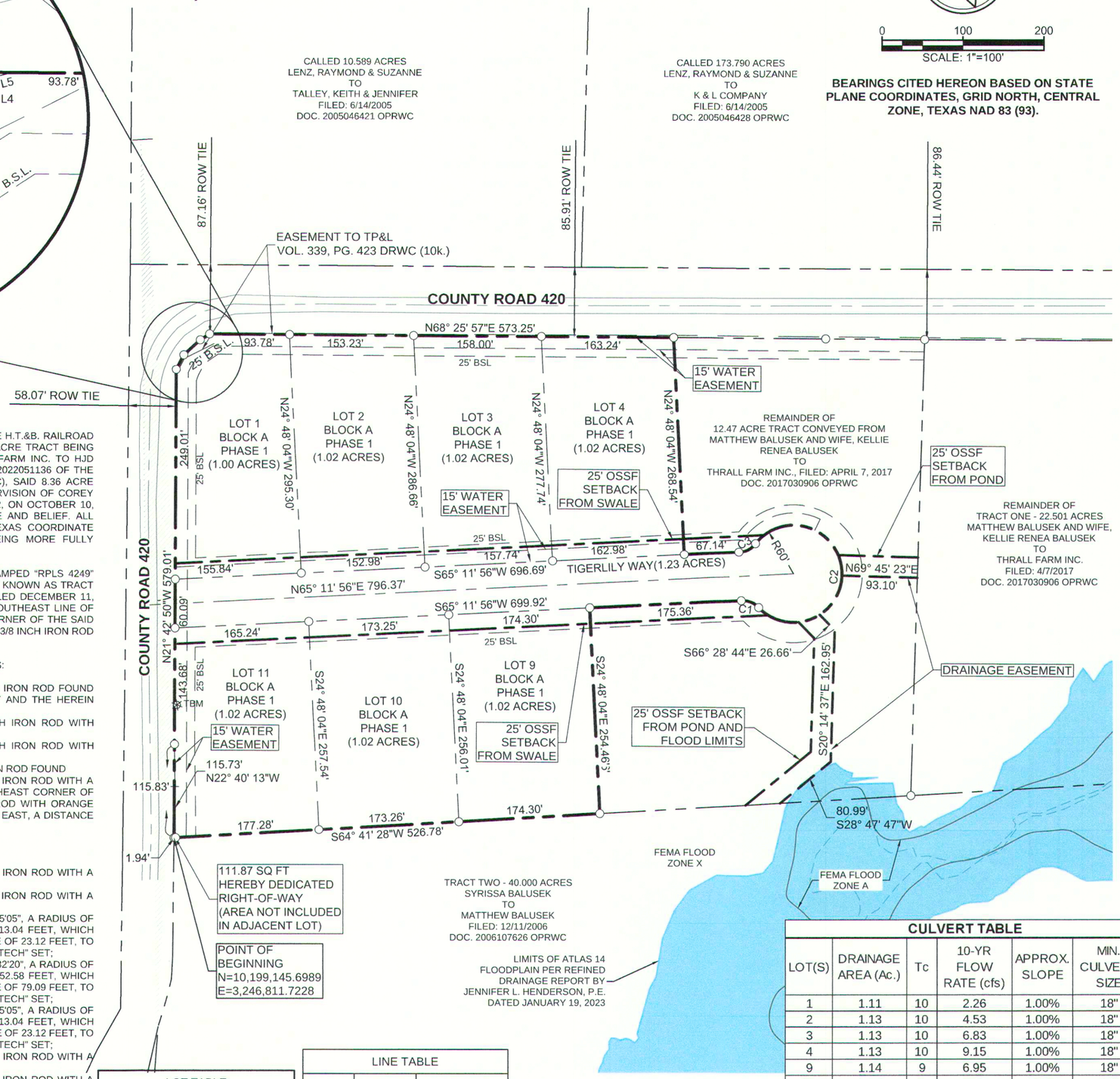
FINAL PLAT OF PHASE 1, THE COVE



VICINITY MAP
SCALE: 1"=2,000'



INSET
SCALE: 1"=20'



0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- COTTON SPINDLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- DRAINAGE EASEMENT
- WATER EASEMENT
- BUILDING SETBACK LINE (BSL)
- 25' OSSF SETBACK
- ATLAS 14 FLOODPLAIN LIMITS BASED ON THE STUDY BY JENNIFER L. HENDERSON, P.E., DATED JANUARY 19, 2023
- ROW — RIGHT-OF-WAY
- VOL./PG. — VOLUME/PAGE
- DRWC — DEED RECORDS WILLIAMSON COUNTY
- OPRWCT — OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
- DOC — DOCUMENT

OWNER: DAVID DOWNS
HJD REBAH, LLC.
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574
PHONE 512.461.5573
E-MAIL DAVID@HJDHOMES.COM

SURVEYOR: COREY HALL, RPLS
KONTUR TECHNICAL, LLC.
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
PHONE 512.360.0012
E-MAIL HALLC_R@YAHOO.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 8/14/2023

ORIGINAL SURVEY: H. T. & B. RAILROAD SURVEY
ABSTRACT NO. 319

FEMA FLOODPLAIN: THERE IS ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0575F, DATED DECEMBER 20, 2019

WATER: SOUTHWEST MILAM WATER SUPPLY

WASTEWATER: OSSF

BENCHMARK: TBM=COTTON SPINDLE SET
IN NORTH SIDE OF POWER POLE
APPROXIMATELY 1' FROM THE GROUND
ELEV.= 528.41'

PROPERTY DESCRIPTION:

BEING A 8.36 ACRE (364,294 SQUARE FEET) TRACT OF LAND OUT OF THE H.T.&B. RAILROAD SURVEY, A-319, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 8.36 ACRE TRACT BEING PART OF THE CALLED 12.47 ACRE TRACT CONVEYED FROM THRALL FARM INC. TO HJD REHAB LLC, FILED APRIL 25, 2022 AND RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), SAID 8.36 ACRE TRACT BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF COREY JOSEPH HALL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6362, ON OCTOBER 10, 2023 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD83, SAID 8.36 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND AT THE NORTHWEST CORNER OF A CALLED 40.000 ACRE TRACT KNOWN AS TRACT TWO, CONVEYED FROM SYRISSA BALUSEK TO MATTHEW BALUSEK, FILED DECEMBER 11, 2006 AND RECORDED IN DOCUMENT NO. 2006107626 OPRWC, IN THE SOUTHEAST LINE OF COUNTY ROAD 420 RIGHT-OF-WAY, AND MARKING THE SOUTHWEST CORNER OF THE SAID 12.47 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8 INCH IRON ROD FOUND BEARS SOUTH 21°21'28" EAST, A DISTANCE OF 146.54 FEET;

THENCE, WITH THE SOUTHEAST LINE OF COUNTY ROAD 420 AS FOLLOWS:

1. NORTH 21°42'50" WEST, A DISTANCE OF 579.01 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE SAID 22.501 ACRE TRACT AND THE HEREIN DESCRIBED TRACT
2. NORTH 05°26'10" EAST, A DISTANCE OF 20.23 FEET TO A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND
3. NORTH 25°32'14" EAST, A DISTANCE OF 27.51 FEET TO A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND
4. NORTH 35°24'47" EAST, A DISTANCE OF 13.67 FEET TO A 3/8 INCH IRON ROD FOUND
5. NORTH 68°25'57" EAST, A DISTANCE OF 573.25 FEET TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND BEARS NORTH 68°25'57" EAST, A DISTANCE OF 9.73 FEET;

THENCE, OVER AND ACROSS THE SAID 12.47 ACRE TRACT AS FOLLOWS:

1. SOUTH 24°48'04" EAST, A DISTANCE OF 268.54 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
2. NORTH 65°11'56" EAST, A DISTANCE OF 67.14 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
3. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°05'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 24.04 FEET, AND A TANGENT OF 13.04 FEET, WHICH BEARS A CHORD OF NORTH 40°48'51" EAST, AND A CHORD DISTANCE OF 23.12 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
4. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 277°32'20", A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 290.64 FEET, AND A TANGENT OF 52.58 FEET, WHICH BEARS A CHORD OF SOUTH 24°48'04" EAST, AND A CHORD DISTANCE OF 79.09 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
5. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°05'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 24.04 FEET, AND A TANGENT OF 13.04 FEET, WHICH BEARS A CHORD OF SOUTH 89°35'01" WEST, AND A CHORD DISTANCE OF 23.12 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
6. SOUTH 65°11'56" WEST, A DISTANCE OF 187.14 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
7. SOUTH 24°48'04" EAST, A DISTANCE OF 254.46 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET IN THE SOUTH LINE OF THE SAID 12.47 ACRE TRACT, THE NORTH LINE OF THE SAID 40.000 ACRE TRACT, AND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET FOR THE SOUTHEAST CORNER OF SAID 12.47 ACRE TRACT BEARS NORTH 64°41'28" EAST, A DISTANCE OF 384.52 FEET;

THENCE, SOUTH 64°41'28" WEST, WITH THE COMMON LINE OF THE SAID 12.47 ACRE TRACT AND THE SAID 40.000 ACRE TRACT, A DISTANCE OF 526.78 FEET TO THE PLACE OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS 8.36 ACRES (364,294 SQUARE FEET) OF LAND, MORE OR LESS.

ROADWAY TABLE

STREET NAME	ROW WIDTH (FEET)	PAVEMENT WIDTH (FEET)	ROAD LENGTH (FEET)	DESIGN SPEED (MPH)	MAINTENANCE AUTHORITY	CLASSIFICATION
TIGERLILY WAY	60	30	763	25	PUBLIC	LOCAL RURAL

LOT TABLE

PARCEL #	AREA (AC.)	MFFE
1	1.00	521.59
2	1.02	515.88
3	1.02	510.51
4	1.02	502.88
9	1.02	506.44
10	1.02	511.86
11	1.02	518.22

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	20.23	N05° 26' 10"E
L2	27.51	N25° 32' 14"E
L3	13.67	N35° 24' 47"E
L4	5.01	N68° 25' 57"E
L5	3.44	N53° 54' 45"E
L6	25.37	N33° 48' 35"E
L7	6.06	N20° 10' 38"E
L8	10.41	N21° 42' 50"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD
C1	24.04'	25.00'	S89° 35' 01"W 23.12'
C2	290.64'	60.00'	N24° 48' 04"W 79.09'
C3	24.04'	25.00'	S40° 48' 51"W 23.12'
C4	39.30'	90.35'	N05° 10' 44"E 38.99'

CULVERT TABLE

LOT(S)	DRAINAGE AREA (Ac.)	Tc	10-YR FLOW RATE (cfs)	APPROX. SLOPE	MIN. CULVERT SIZE
1	1.11	10	2.26	1.00%	18"
2	1.13	10	4.53	1.00%	18"
3	1.13	10	6.83	1.00%	18"
4	1.13	10	9.15	1.00%	18"
9	1.14	9	6.95	1.00%	18"
10	1.14	8	4.63	1.00%	18"
11	1.13	5	2.30	1.00%	18"

SHEET 01 OF 02

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

PROJECT NUMBER

Plotted by: Adam, Plot date: 10/10/2023, File name: n:\z projects\2023\2023 thrall farms\1 sheets\2 FINAL PLAT-PHASE 1.dwg

FINAL PLAT
OF
PHASE 1, THE COVE

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, DAVID DOWNS SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17TH DAY OF OCTOBER, 2023.

DAVID DOWNS
MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574

EMILY SMITH
Notary ID #132355672
My Commission Expires
February 12, 2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID DOWNS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17TH DAY OF OCTOBER, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 02-12-2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, R BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY,TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON; DO FURTHER HEREBY JOIN, APPROVE AND COVENANT TO ALL RESTRICTIONS LISTED HEREIN; AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17TH DAY OF OCTOBER, 2023.

TRAVIS PERTHUIS, SENIOR VICE-PRESIDENT, R BANK
1103 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628

EMILY SMITH
Notary ID #132355672
My Commission Expires
February 12, 2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS PERTHUIS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17TH DAY OF OCTOBER, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 02-12-2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, COREY HALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 17 DAY OF OCTOBER, 2023.

10/17/23
DATE

COREY HALL
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6362
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND A PORTION OF THE SITE IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0575F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 16 DAY OF OCTOBER, 2023.

JENNIFER L. HENDERSON DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

PLAT NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: SOUTHWEST MILAM SUD. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: OSSF
3. REMAINDER PROPERTY IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUES FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADWAY AND NOT TO CR 420, THE ADJACENT COUNTY ROAD.
9. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
10. THIS TRACT IS NOT LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE ZONE.
11. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
12. THE MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY JENNIFER L. HENDERSON, P.E. , DATED JANUARY 19, 2023.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
14. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
15. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO TIGERLILY WAY.
16. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
17. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
18. A DRAINAGE EASEMENT IS DEDICATED ON THE REMAINDER OF THE 12.47 TRACT, AS SHOWN, TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION, WHOM WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.

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

ADAM D. BOATRIGHT, P.E. 10/18/2023
WILLIAMSON COUNTY ENGINEER DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20_____, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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

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

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____ A.D., AT _____O'CLOCK, _____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20_____ A.D., AT _____O'CLOCK, _____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY

SHEET 02 OF 02

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

PROJECT NUMBER

Plotted by: Adam, Plot date: 10/18/2023, File name: n:\02 projects\02727\02705 final plat\sheet\02705 FINAL PLAT - PHASE 1.dwg

Commissioners Court - Regular Session **20.**

Meeting Date: 10/24/2023

Local Provider Participation Fund Public Hearing

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

09:30 AM - Hold Public Hearing regarding setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2024 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 1.96%.

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	10/19/2023 09:56 AM
Form Started By: Pam Navarrette		Started On: 10/19/2023 09:10 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **21.**

Meeting Date: 10/24/2023

Fiscal Year 2024 Rate Setting for the Local Provider Participation Fund

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2024 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 1.96%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 LPPF RATE RESOLUTION

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:56 AM
Form Started By: Pam Navarrette		Started On: 10/19/2023 09:13 AM
Final Approval Date: 10/19/2023		

Resolution Setting the FY 2024 Rate for the Williamson County Health Care Provider Participation Program

WHEREAS, The Texas Legislature in the 86th Regular Session enacted H.B. 3954, which added Chapter 292B to the Health and Safety Code enabling Williamson County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 292B of the Health and Safety Code, the Commissioners Court has authorized the county to participate in a municipal health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 292B of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2024 at an estimated 1.96% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 292B of the Health and Safety Code.

PASSED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY ON THIS THE 24TH of October TWO THOUSAND AND TWENTYTHREE.

_____

County Judge

Commissioners Court - Regular Session **22.**

Meeting Date: 10/24/2023

Jail Standards Update

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding an update on the Jail Standards report.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/19/2023 10:18 AM
Form Started By: Becky Pruitt		Started On: 10/19/2023 10:10 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **23.**

Meeting Date: 10/24/2023

Sr. Purchasing Specialist

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a new Sr. Purchasing Specialist position for the Purchasing Department.

Background

During the FY24 budget process, the Commissioners Court approved funding to be set aside (pending a Purchasing Department assessment/study) for the creation of a Sr. Purchasing Specialist to be dedicated to the Facilities Department. This assessment has been finalized and the creation of this position is being requested. The position was reviewed by Human Resources and assigned a grade of B26 with an annual salary of $58,582.52. The associated line item transfer has been attached to include not only the salary and fringe but also operating items as requested and funded.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-001100	Non Departmental/FT Salary	$58,582.52
FROM	0100-0409-002010	Non Departmental/FICA	$4,481.56
FROM	0100-0409-002020	Non Departmental/Retirement	$9,402.49
FROM	0100-0409-002030	Non Departmental/Insurance	$9,600.00
FROM	0100-0409-004998	Non Departmental/Contingencies	$14,400.00
TO	0100-0494-001100	Purchasing/FT Salary	$58,582.52
TO	0100-0494-002010	Purchasing/FICA	$4,481.56
TO	0100-0494-002020	Purchasing/Retirement	$9,402.49
TO	0100-0494-002030	Purchasing/Insurance	$9,600.00
TO	0100-0494-003005	Purchasing/Office Furniture	$6,000.00
TO	0100-0494-003010	Purchasing/Computer Equipment	$4,500.00
TO	0100-0494-003011	Purchasing/Computer Software	$200.00
TO	0100-0494-003900	Purchasing/Membership Dues	$400.00
TO	0100-0494-004231	Purchasing/Travel	$200.00
TO	0100-0494-004232	Purchasing/Training	$3,000.00
TO	0100-0494-004350	Purchasing/Printed Materials	$100.00
FROM	0100-0409-002050	Non Departmental/Work Comp	$300.00
TO	0100-0494-002050	Non Departmental/Work Comp	$300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:43 AM
Form Started By: Ashlie Holladay		Started On: 10/16/2023 03:17 PM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **24.**

Meeting Date: 10/24/2023

Approval of Updates to the Purchasing Policy and Purchasing Manual for Purchasing Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving revisions to the Purchasing Policy and Purchasing Manual to include updating the Oracle Purchasing Permission Process, adjusting the three-quote requirement threshold from $5,000 to $20,000 and adding Form 1295 to the agenda documentation for Purchasing contracts.

Background

Oracle (ERP) Purchasing Requisition and Purchasing Order Permissions and Approval Policy
This policy has been developed to assure that Oracle purchasing permissions are documented and archived in one central database.

Purchasing Manual Section 4 Requisitions, and Section 5 Non-Negotiated Purchases
The Purchasing Department seeks greater efficiency in the requisition and purchasing process. An increase is recommended to the three-quote requirement threshold from $5,000 to $20,000. Adopting this increase will result in a configuration update in the Oracle requisition approval requirements to align with this new level. If approved, purchases of $20,000 and over will require the approval of the Purchasing Department, Budget Office, Chief of Staff and County Judge.

Form 1295
Form 1295 is currently archived in the Purchasing Department for all Purchasing contracts requiring Commissioner's Court approval. If approved, the form will also be included in the contract agenda documentation to make finding the form easier.
Department point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Oracle Purchasing Permissions Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:52 AM
Form Started By: Joy Simonton		Started On: 10/18/2023 03:30 PM
Final Approval Date: 10/19/2023		

Purchasing Department

Oracle (ERP) Purchasing Requisition and Purchase Order Approval Policy

Oracle has been configured to align with the Williamson County Purchasing Policy.

Role Definitions and Responsibilities

Requisition Requestors: Requestors shall be authorized by Department Head, Elected Official or their designee to create purchase requisitions in Oracle.
Limit shall be $0.01.

Requisition Approvers: Approvers shall be authorized by Department Head, Elected Official or their designee to approve purchase requisitions in Oracle.
Limit shall be $19,999.99.

Purchase Order Creator/Approver (Oracle Buyer): Approvers are authorized by the Purchasing Agent/Deputy Purchasing Agent to create and approve purchase orders after a requisition is routed through required approvals.

Purchasing Module Permission Verification: Purchasing Agent/Deputy Purchasing Agent are authorized by the Commissioners Court to verify Oracle Purchasing Module System user permissions ServiceNow requests and forward to Oracle System Administrators.

Subsequent Oracle Hierarchy Approvers: Subsequent Oracle Hierarchy Approvers shall be authorized by the Commissioners Court to approve purchases of $20,000 and over and special funds purchases (i.e. technology funds, court reporter funds, projects/grants etc.). These hierarchy approvers include Purchasing Buyer Pass-Through Queue, Budget Officer, Chief of Staff and County Judge.

Purchase Order Viewer: Viewers shall be authorized by Department Head, Elected Official or their designee to view Purchase Orders in Oracle.

Oracle Purchasing System Administrators: Administrators shall be authorized by the Chief Information Officer to set up and maintain the Oracle Purchasing Module System permissions and roles. Oracle System Administrators shall provide Department Heads and Elected Officials a permissions report once per year.

Funding Source Assignment: Funding Sources are created and assigned by the Auditor's Office. As new codes are created and assigned the Auditor's Office is responsible for notifying the Department Head or Elected Official.

Department Head and Elected Officials: Department Heads and Elected Officials shall be responsible for authorizing and maintaining purchasing permissions, role assignments, GL codes and special funds on their departmental spreadsheet report.

Updated 10.24.23

Purchasing Department

ServiceNow Managers: ServiceNow Managers are designated by Department Heads or Elected Officials to enter employee asset requests through ServiceNow. ServiceNow Managers shall be responsible for new requests, change requests and termination requests for Oracle Purchasing Module System permissions.

Oracle Purchasing Module System Configuration

Pass-through: The Oracle Purchasing Module requires a value of $0.01 to be assigned to a role with no approval authority. This functionally is referred to as "pass-through".

Report To Field: The Oracle Purchasing Module defines the purchasing requisition approval routing path as "Report To Field" in the system.

Requisition Requestors: Requisition Requestors shall be assigned a pass-through limit of $0.01 in order to generate a requisition.1

Requisition Approvers: Requisition Approvers shall be assigned an approval limit of $19,999.99 but some exceptions apply, in order to approve a requisition. Requisitions under $20,000 will be approved by the Department Approver and route to the Purchasing Buyer's requisition queue (Oracle Auto Create file).

In some cases, departments have more than one level of department approver. The highest department level approver whose limit shall not exceed $19.999.00 shall report to the Senior Contract Specialist in the Oracle configuration. The Senior Contract Specialist queue (Purchasing Buyer Pass-Through queue) is the first level in the Subsequent Oracle Hierarchy Approvers workflow.

Funding Sources (GL Codes): All Funding Sources (GL Codes) include General Fund, Special Funds, Project Funds and Grant Funds as determined by the Auditor's Office. Usually, a range is entered to allow future codes to be included.

Funding sources are assigned and sent to a department by the Auditor's Office and shall be established in the baseline configuration.

Funding Source Exception: Special Funds, Project Funds and Grant Funds requisitions shall route through the Subsequent Oracle Hierarchy Approvers and shall require Requisition Requestors and Requisition Approvers authorized with Oracle Purchasing Module System permissions to be assigned an approval limit of $0.01 (no approval authority) to assure correct routing.

Baseline: A baseline configuration shall be established in the fall of 2023 and each year thereafter for each Department Head or Elected Official to document all up to date Oracle Purchasing Module System permissions through ServiceNow. This baseline utilizes a spreadsheet report generated by Oracle that reflects the Oracle Purchasing roles and permissions.

Purchasing Department

ServiceNow Software Asset Request

A spreadsheet report reflecting department roles and funding sources will be generated by the Information Systems Department and placed in the department's SharePoint file once per year. This report reflects the roles and permissions in Oracle.

New Oracle permissions or changes to existing permissions for employees shall be requested through the ServiceNow Software Asset Request Form by Department Heads, Elected Officials and or ServiceNow Managers. Each authorized Oracle Purchasing user will require a ServiceNow ticket for subsequent updates.

The request requires that the complete department spreadsheet of roles and funding sources be included with edits and signed by the Department Heads, Elected Officials, or ServiceNow Mangers.

The Purchasing Department will review the request and verify that correct role assignments have been documented. Once the Purchasing Department approves the Asset Request through ServiceNow, the Information Systems Department shall implement and configure Oracle Purchasing Module System permissions to reflect that approved request.

Purchasing staff will check against the Williamson County Purchasing Hierarchy Report for staffing updates on a weekly basis. When the purchasing staff notices a title change, promotion, or termination they will make every effort to remind the Department Heads, Elected Officials or authorized ServiceNow Mangers that heir Oracle Purchasing Module System permissions may need to be updated.

Department Training

Department Heads, Elected Officials and ServiceNow Managers, Requisition Requestors, Requisition Approvers, and subsequent Approvers are not permitted Oracle Purchasing access until they have completed required training through the Purchasing Department.

Commissioners Court - Regular Session **25.**

Meeting Date: 10/24/2023

Approval of Joint Funding Agreement for Water Resources Investigations with the US Department of the Interior US Geological Survey for Emergency Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior U.S. Geological Survey (USGS) and Williamson County, in the amount of $209,500.00, and execution of the agreement. Funding Sources are P383 and 2019 Road Bonds.

Background

This purchase is made from the Federal Government, U.S. Department of the Interior U.S. Geological Survey (USGS) which shall provide required gauges that are part of the bigger Flood Monitoring Project led by Emergency Management that will give Williamson County better visibility on potential flood conditions and hazards in various parts of the County. Due to required purchasing directly from the federal government, no competitive solicitation process is required. Signature from Williamson County is required in advance of the Federal Agency signature. Funding Sources are P383 and 2019 Road Bonds. The department point of contact is Candi Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joint Funding Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 10:19 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:31 AM
Form Started By: Johnny Grimaldo		Started On: 10/17/2023 02:23 PM
Final Approval Date: 10/19/2023		

Agreement #: [redacted]
Customer #:
Project #: [redacted]
TIN #: 75- 6000978
USGS DUNS #: 128821266

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Fixed Cost Agreement Yes [X] **No** [ ]

THIS AGREEMENT is entered into upon signature by both parties**,** by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Williamson County, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **surface-water and water-quality data collection activities**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00

(a) **$0** by the party of the first part during the period **upon signature by both parties to September 30, 2024**

(b) **$209,500** by the party of the second part during the period **upon signature by both parties to September 30, 2024**

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Party of the second part aims to make payment for goods and services consistent with Chapter 2251 of the Texas Government Code. Invoices will aim to be paid within sixty (60) days from the date the Customers Auditor receives an invoice. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Party of the second part shall notify USGS of the discrepancy. Following Party of the second part's notification of any discrepancy as to an invoice, USGS must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Customer's Auditor. Party of the second part will aim to pay the invoice within sixty (60) days from the date the Customer's Auditor receives the

corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor may any interest begin to accrue until the sixty-first day after the Customer's Auditor receives the corrected or revised invoice. Notwithstanding, payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 60 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.

10.Either Party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other. In the event of such termination, it is understood and agreed that only the amounts due to USGS for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Party of the second part's termination of this Agreement for convenience.

11. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

12. Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies allowed by law.

13. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, USGS shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

14**.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

15. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

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

17. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Party of the second part shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

18. In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in federal court, preferably located in Williamson County, Texas. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

19. This Agreement shall be governed and construed in accordance with Federal law and the State Texas. Any claim or cause of action arising out of or connected with this Agreement shall be preferably in Williamson County,

20. USGS acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County, cannot enter into an agreement whereby Williamson County agrees to indemnify or hold harmless any other party, including but not limited to USGS;

therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to USGS, for any reason whatsoever are hereby deemed void and deleted.

21. The USGS agrees to be responsible for damages to persons or property caused by the negligent acts or omissions of USGS employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq. If found liable in a Federal court of competent jurisdiction.

USGS Technical Point of Contact

Name: Gregory Stanton
Branch Chief – Central Texas

Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: 512-963-3558
Fax:
Email: gstanton@usgs.gov

Customer Technical Point of Contact

Name: Candi Semple
Project Manager Emergency Srv

Address: 911 Tracy Chambers Ln
Georgetown, TX 78626
Telephone: 512-864-8269
Fax:
Email: candi.semple@wilco.org

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix St., Bldg 24
Ft Worth, TX 76115

Telephone: 682-316-5051
Fax:
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Candi Semple
Project Manager Emergency Srv
Address: 911 Tracy Chambers Ln
Georgetown, TX 78626

Telephone: 512-864-8269
Fax:
Email: candi.semple@wilco.org

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

Signature

By_____Date
Name: Timothy H. Raines
Title: Director

Williamson County

Signatures

By_____Date_____
Name:
Title:

By_____Date_____
Name:
Title:

By_____Date_____
Name:
Title:

Commissioners Court - Regular Session **26.**

Meeting Date: 10/24/2023

Juvenile Services Grant Application Permission Request

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an approval for Juvenile Services to apply for a grant through Texas Parks and Wildlife to provide outdoor programs for youth.

Background

Juvenile Services is requesting approval to apply for a $42,815.00 grant from Texas Parks and Wildlife to provide outdoor programming for youth. Juvenile Services has participated in this grant since 2005, successfully providing hiking, biking, fishing, camping, paddling, rock-climbing and other outdoor activities for youth. The grant would cover the entire cost of these activities and only and in-kind match of staff time for the project is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GO Grant 10-16-2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:44 AM
Form Started By: Denise Carlson		Started On: 10/16/2023 03:24 PM
Final Approval Date: 10/19/2023		

Grant Title/Project Name:	GO! Program
Department:	Juvenile Services
Requestor:	Denise Carlson
Contact Email:	Denise.Carlson@Wilco.org
Contact Phone Number:	512-943-3220
Start Date:	3/1/2024
End Date:	9/1/2025
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	Grant provides funding for outdoor programs, equipment and guide services for youth at Williamson County Juvenile Services. Youth are introduced to fishing, paddling, biking and complete a project planting wildflower seeds in a local State Park.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$42,815.00
Please provide a breakdown of the total cost above.	Personnel and Fringe for Grant Coordinator and Guide Fees $30,000.00 Food and Travel $5,860.00. Park and Program Fees to include Liability Insurance and Training $2,190.00. Outdoor Service Project $3,400.00. Biking and Paddling Supplies, Fishing Supplies, Coolers, First Aid Supplies $1,365.00.
Is there a match requirement?	Yes
What is the source of the match?	Staff time only, no cash outlay from Williamson County.
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	Grant does not cover Williamson County Staff time.
What is the plan to obtain grants/funds for the remaining amount?	N/A No funds needed, Juvenile Services Staff complete reporting as part of regular duties.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

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

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	Yes
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No
How will this item be funded when the grant ends?	An application for a new grant could be completed.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	None
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	Employee Liability, no additional coverage has been needed for previous versions of this same grant.
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	In-Kind time of Administrative Staff for Grant Reporting
Please identify any known decrease in funding at this time.	None
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	Juvenile Services has participated in this grant since 2005. Grant funds are used to provide outdoor experiences and personal growth opportunities for the youth in our care.
ID	116
Version	3.0
Attachments	False
Created	10/16/2023 3:18 PM
Created By	Denise Carlson
Modified	10/16/2023 3:38 PM
Modified By	Denise Carlson

Commissioners Court - Regular Session **27.**

Meeting Date: 10/24/2023

RC Health Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County EMS and RC Health Services.

Background

This is a request to approve the affiliation agreement with RC Health Services. This will allow students of RC Health Services that are Williamson County Corrections and Round Rock Fire Department personnel to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during and EMS ride out.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

COI

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/18/2023 09:51 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:48 AM
Form Started By: Michael Knipstein		Started On: 10/18/2023 09:29 AM
Final Approval Date: 10/19/2023		

ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
RC Health Services

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and RC Health Services (hereinafter referred to as "RC Health").

RECITALS:

RC Health provides courses of study in emergency medical services to students enrolled in its AEMT program of study.

RC Health desires program components that will provide to the student's clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to RC Health for the Round Rock Fire Department or Williamson County Sheriff's Office Corrections students and only enrolled in the Advanced Emergency Medical Technician program of study.

COUNTY and RC Health desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF RC Health

1. RC Health shall be responsible for their supervised instruction and grading of Round Rock Fire Department or Williamson County Sheriff's Office Corrections students. Round Rock Fire Department or Williamson County Sheriff's Office Corrections students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. RC Health instructors shall possess current and appropriate professional credentials or certifications and RC Health shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by RC Health instructors and students shall be without charge to COUNTY. RC Health instructors and students shall not be responsible for the quality of patient or client care.

4. Neither RC Health instructors nor Round Rock Fire Department students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. RC Health shall annually provide COUNTY with anticipated enrollments of Round Rock Fire Department or Williamson County Sheriff's Office Corrections students for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. RC Health shall provide COUNTY with a list of Round Rock Fire Department or Williamson County Sheriff's Office Corrections students authorized to participate in the clinical instruction facilitated under this Agreement. RC Health shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. RC Health shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. RC Health shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, RC Health Services shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of RC Health's students, employees and faculty under this Agreement. RC Health shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. RC Health agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. RC Health agrees to secure a release of liability form from each student from Round Rock Fire Department or Williamson County Sheriff's Office Corrections who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating Round Rock Fire Department or Williamson County Sheriff's Office Corrections students. COUNTY agrees to provide evaluations for student course-work done on forms provided by RC Health.

11. COUNTY shall provide an orientation session to inform Round Rock Fire Department students and RC Health staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify RC Health of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an RC Health credited facility. Representatives of RC Health crediting agency for RC Health shall be permitted to conduct inspections for purposes relating to RC Health's accreditation.

14. COUNTY shall cooperate with RC Health in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an RC Health student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of Round Rock Fire Department or Williamson County Sheriff's Office Corrections students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by RC Health crediting standards;

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of RC Services, its employees, agents or students under this Agreement. RC Services shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX
78627
512-943-1264

And

Robert Chambers III
Chief Executive Officer
RC Health Services
1801 Country Place Parkway
Suite 109
Pearland, Texas
77584

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/hour per ALS student to be paid by RC Health to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. RC Health acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from RC Health that RC Health, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. RC Health instructors and Round Rock Fire Department or Williamson County Sheriff's Office Corrections students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each RC Health instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from October 15, 2023 through December 31, 2024 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give RC Health written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Bill Gravell Jr.
Williamson County Judge

Date

Mike Knipstein
Director Williamson County EMS

10/12/2023
Date

RC Health Services:

Robert Chambers III
Chief Executive Officer
RC Health Services

10-05-2023
Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of RC Health course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature:_____

Printed Name

Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Alex Hartman
302 N Main St Ste 115
Cibolo Tx 78108

CONTACT NAME: Alex Hartman
PHONE (A/C, No, Ext): 210-658-8885 FAX (A/C, No): 210-566-3281
E-MAIL ADDRESS: alex@alexhartman.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Compa	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

RC Health Services Inc
4201 Broadway St
Pearland, Tx 77581

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			90-GM-F688-9	04/29/2023	04/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 3,000,000 $ 300,000 $ 5,000 $ 3,000,000 $ 6,000,000 $ 6,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			308 6165-C03-53B-001	03/03/2023	03/03/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		90-MY-E040-0	05/01/2023	05/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Williamson County Emergency Medical Services

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature

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Commissioners Court - Regular Session **28.**

Meeting Date: 10/24/2023

Approval of Purchase for Adobe Enterprise License Agreement from SHI 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 agreement #202410 between Williamson County and SHI for Adobe Enterprise licenses and subscription renewals, for a total amount of $122,614.40 pursuant to Sourcewell contract #081419-SHI, valid through 10.30.24, and authorizing the execution of this agreement.

Background

The Adobe license renewals and subscription cover the term of 10.22.23-10.21.24. Quote attached provides for 10,000 Adobe Sign transactions, Adobe Acrobat Pro Enterprise Term license, Adobe Creative Cloud Enterprise Term license and Adobe Creative Cloud Single App Enterprise Term license, for complete PDF solutions. Pricing has been verified. Funding Source is 01.0100.0503.005741 for FY24. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Contract for SHI

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 11:09 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 11:23 AM
Form Started By: Misty Brooks		Started On: 09/29/2023 11:57 AM
Final Approval Date: 10/19/2023		

WILLIAMSON COUNTY
PURCHASE 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 PURCHASE 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 **the undersigned vendor** (hereinafter "Vendor"), both of which are referred to herein as the parties The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, therate 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.

Confidentiality: Vendor 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.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 THIRD PARTY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, 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. VENDOR 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, VENDOR 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 THIRD PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE 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 VENDOR 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.

Limitation of Liability: NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY COUNTY TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

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.

VIII.

Compliance With All Laws: Vendor agrees and will comply with any and 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: Vendor 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 Vendor which are directly pertinent to the goods to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all reasonable Vendor 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 Vendor reasonable advance notice of intended audits; however, such audits shall not be conducted more than once per twelve (12) month period and shall not be conducts on a contingency fee basis.

XIII.

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

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

Foreign Terrorist Organizations: Vendor 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: Vendor 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: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Vendor 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.

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.

XX.

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 herein to the extend the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page herein below.

The County reserves the right and reasonable 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 goods subject of this Contract.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date:_____, 20____

VENDOR:

SHI Government Solutions, Inc.
Name of Vendor

DocuSigned by:
Kristina Mann
Authorized Signature

Kristina Mann
Printed Name

10/12/2023
Date:_____, 20__

Cooperative Purchasing Contract or Agreement (if applicable): Sourcewell 081419-SHI

DocuSign Envelope ID: [redacted]

Exhibit "A"
Quote/Proposal

SHI | GS

Pricing Proposal
Quotation #: [redacted]
Reference #: [redacted]
Created On: 9/20/2023
Valid Until: 10/27/2023

TX-County of Williamson Information Technology Services

Kan Chen
301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626
United States
Phone: 5129431455
Fax:
Email: kan.chen@wilco.org

Inside Account Manager

Brett Yajcaji
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Fax:
Email: Brett_Yajcaji@shi.com

Click here to order this quote

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Sign for enterprise Subscription Adobe - Part#: 65315738JA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2023 – 10/21/2024 **Note:** 10,000 trans (18,000 MSRP)	1	$16,945.00	$16,945.00
2	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686JA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2023 – 10/21/2024 **Note:** (101 MSRP)	850	$81.00	$68,850.00
3	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430JA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2023 – 10/21/2024 **Note:** CC All Apps (855 MSRP)	12	$783.75	$9,405.00
4	Adobe Creative Cloud Single App Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300291JA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 10/22/2023 – 10/21/2024 **Note:** CC Single App (450 MSRP)	30	$378.25	$11,347.50
5	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430JA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	18	$783.75	$14,107.50

Coverage Term: 10/22/2023 – 10/21/2024
Note: CC All Apps - TRUE UP (855 MSRP)

6	Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430JA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: – 10/21/2023 **Note:** CC All Apps - LOOK BACK TRUE UP (6 Months) (475 MSRP)	5	$391.88	$1,959.40
			Total	$122,614.40

Additional Comments

Please Note: Adobe has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Commissioners Court - Regular Session **29.**

Meeting Date: 10/24/2023

Approval of Purchase Contract for Oracle Support Renewal from Mythics, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement #202439 between Williamson County and Mythics, Inc. in the amount of $185,596.54, pursuant to DIR contract #DIR-TSO-4158, and authorizing the execution of this agreement.

Background

This software licensing purchase supports currently installed software. The County is licensing it for use now and in the future. The software is required to keep the Oracle financial system databases performing properly and efficiently. Contract term expires on 10/31/2024. Funding source is 01.0100.0503.004505 for FY24. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mythics Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 10:06 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:12 AM
Form Started By: Mary Watson		Started On: 10/13/2023 07:59 AM
Final Approval Date: 10/19/2023		

4525 Main Street, Suite 1500
Virginia Beach, VA 23462
DUNS #: 013358002
UEI: U2W4ZCG9WJA7
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34

Mythics POC: **Ryan Bozeman**
Phone **(757) 222-0941**
Mobile: **(757) 773-7262**
Fax: **757.412.1060**
Email: **RBOZEMAN@MYTHICS.COM**

Company Name: **Williamson County, Texas**
Contact: [redacted]
Email: [redacted]
Phone: [redacted]
Project: **Oracle Support Renewal**

Quote Number: [redacted]
Estimate Prepared On: [redacted]
Estimate Valid Through: **10/31/2023**

Please include this reference on a valid PO	**This PO incorporates the terms of Mythics quote number SR 15218005 FY24 and TX DIR-TSO-4158 by reference**

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description/License Type	Start Date	End Date	Quantity	Support Type	Extended Price
SR # 15218005							
1	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	12.5	Software Update License & Support	$8,607.13
2	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	37.5	Software Update License & Support	$4,644.00
3	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	37.5	Software Update License & Support	$22,870.80
4	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	37.5	Software Update License & Support	$2,250.88
5	23836459	Oracle Self-Service Human Resources - Employee Perpetual	11/01/2023	10/31/2024	475	Software Update License & Support	$2,612.50
6	23836459	Oracle Payroll - Employee Perpetual	11/01/2023	10/31/2024	224	Software Update License & Support	$6,926.08
7	23836459	Oracle Human Resources - Employee Perpetual	11/01/2023	10/31/2024	190	Software Update License & Support	$4,829.80
8	24530830	Oracle Database Enterprise Edition - Processor Perpetual	11/01/2023	10/31/2024	2	Software Update License & Support	$12,938.96
9	24530830	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/01/2023	10/31/2024	100	Software Update License & Support	$11,839.00
10	24886662	Oracle Tuning Pack - Named User Plus Perpetual	11/01/2023	10/31/2024	150	Software Update License & Support	$1,818.00
11	24886662	Oracle Advanced Security - Named User Plus Perpetual	11/01/2023	10/31/2024	150	Software Update License & Support	$5,454.00
12	24886662	Oracle Diagnostics Pack - Processor Perpetual	11/01/2023	10/31/2024	6	Software Update License & Support	$5,453.46
13	24886662	Oracle Tuning Pack - Processor Perpetual	11/01/2023	10/31/2024	6	Software Update License & Support	$3,635.64
14	24886662	Oracle Advanced Security - Processor Perpetual	11/01/2023	10/31/2024	2	Software Update License & Support	$3,635.64
15	24886662	Oracle OLAP - Named User Plus Perpetual	11/01/2023	10/31/2024	150	Software Update License & Support	$8,362.50
16	24886662	Oracle Partitioning - Processor Perpetual	11/01/2023	10/31/2024	6	Software Update License & Support	$8,361.96
17	21057786	Oracle Advanced Security - Processor Perpetual	11/01/2023	10/31/2024	4	Software Update License & Support	$9,562.72
18	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	12.5	Software Update License & Support	$8,106.63
19	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	12.5	Software Update License & Support	$798.13
20	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	12.5	Software Update License & Support	$1,646.13
21	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	12.5	Software Update License & Support	$847.50
22	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	12.5	Software Update License & Support	$1,747.75
23	24886662	Oracle OLAP - Processor Perpetual	11/01/2023	10/31/2024	6	Software Update License & Support	$16,723.92
24	24886662	Oracle Diagnostics Pack - Named User Plus Perpetual	11/01/2023	10/31/2024	150	Software Update License & Support	$2,727.00
25	24886662	Oracle Partitioning - Named User Plus Perpetual	11/01/2023	10/31/2024	150	Software Update License & Support	$4,180.50
26	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	38	Software Update License & Support	$19,220.40
27	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	38	Software Update License & Support	$1,892.55
28	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/01/2023	10/31/2024	38	Software Update License & Support	$3,902.98

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description/License Type	Start Date	End Date	Quantity	Support Type	Extended Price
						SULS Subtotal	**$185,596.54**
						Quote Total:	**$185,596.54**

This quotation contains data that shall not be disclosed outside of Williamson County, Texas and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, LLC unless otherwise required by law
This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein Your order is subject to Mythics acceptance
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430
- You agree that Mythics has the right to cancel your support due to non-payment
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property Media is available for download at no additional cost at http://edelivery oracle com/
1 Agreement
This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc ("Oracle"), effective July 27, 2018 (DIR Contract No DIR-TSO-4158 Oracle Contract No US-GMA-1889764) and all amendments and addenda thereto ("agreement") The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein
B General Terms
1 Summary of Fees
You have ordered programs, hardware, and/or 12 months of technical support services Listed above is a summary of net fees due under this order These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes All fees are due in accordance with Appendix A, Section 8 J of the agreement
2 Territory
a The program licenses included on this order are for use in the U S
3 Delivery
a Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code)
b Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement
5 Segmentation [This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes]
The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service
Purchasing Instructions:

This is not an exhaustive list, and additional terms may be identified for removal or non-application

Commissioners Court - Regular Session **30.**

Meeting Date: 10/24/2023

Approval of Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp 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 authorizing Work Order Agreement #202435 for Unified Enterprise Support Services with Microsoft Corporation per DIR Contract #DIR-CPO-4911 for the term of 11.01.23-10.31.24, in the amount of $136,230.44, and authorizing the execution of the agreement.

Background

This work order agreement supports the Williamson County Information System's effort to maintain all Microsoft platforms used throughout the County. Microsoft Corporation offers Microsoft Master Services through the vendor contract #U9038431 with the State of Texas Department of Information Services, contract #DIR-CPO-4911. This services bundle provides system support through advisory, on-site and remote support, problem resolution, webcasts and other methods to assure Microsoft system functionality. Funding source is 01.0100.0503.004505 as per FY24 budget. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Microsoft Work Order Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 09:45 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:38 AM
Form Started By: Misty Brooks		Started On: 10/13/2023 11:10 AM
Final Approval Date: 10/19/2023		

Microsoft

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)
Work Order Number [redacted]

TX DIR CPO-4911

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference [redacted] effective as of **11/15/2021** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) **County Of Williamson**	Name **Microsoft Corporation**
Signature	Signature Danny Bergum (Oct 12, 2023 08:57 CDT)
Name of person signing (please print)	Name of person signing (please print) Danny Bergum
Title of person signing (please print)	Title of person signing (please print) Support Sales Specialist
Signature date	Signature date (effective date) Oct 12, 2023

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Customer invoice information		
Name of Customer County Of Williamson		Contact Name (Receives invoices under this Work Order) Alison Gleason
Street Address Info Technology Srvs301 SE Inner Loop-Suite 105		Contact E-Mail Address agleason@wilco.org
City Georgetown	State/Province Texas	Phone 512-943-1680
Country United States	Postal Code 78626-8207	Fax

1. Support Services and Fees.

1.1. **Term.**

Microsoft Enterprise Support Services will commence on **11/1/2023** (the "Support Commencement Date") and will expire on 10/31/2024 (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Unified Enterprise Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at https://www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

Unified Enterprise Support 2023-24 USA - SLG - Enterprise West 11/1/2023 - 10/31/2024		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
1 ea	Azure Cost Management Planning	IT Service Management
Included	Service Delivery Management Extended	Service Delivery Management
Included	Onsite Visit	Onsite Support

Designated Engineering | Windows Client - Tier 1 USA - SLG - Enterprise West 11/1/2023 - 10/31/2024		
Quantity	Service	Service Type
3 ea	Designated Engineering Proactive Windows Client • Designated Engineering Proactive Windows Client - Generic	Administrative
40 hr	Designated Engineering Time Windows Client	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

2.1. **Support Services Fees.**

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Unified Enterprise Support 2023-24	11/1/2023	$81,396.84
Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Azure Infra	11/1/2023	$27,416.00
Designated Engineering | Windows Client - Tier 1	11/1/2023	$52,417.60
Subtotal		$161,230.44
Flex Allowance		($25,000.00)
Total Fees (excluding taxes)		**$136,230.44**

Billing Schedule	Billing Date	Fee USD
One Time Payment	11/1/2023	$136,230.44
Total Fees (excluding taxes)		**$136,230.44**

2.2. **Support for Microsoft Products**

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

2.3. **Customer Named Contact(s).**

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Alison Gleason		
Street Address 301 SE Inner Loop Ste 104	Contact E-Mail Address agleason@wilco.org	
City GEORGETOWN	State/Province Texas	Phone 512-943-1680
Country United States	Postal Code 78626-8207	Fax

3. Use, ownership, rights, and restrictions.

3.1. **Products.**

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. **Fixes.**

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. **Pre-existing Work.**

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. **Services Deliverables.**

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. **Affiliates' rights.**

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. **Restrictions on use.**

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. **Reservation of rights.**

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at https://aka.ms/ProfessionalServicesDPA is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Leslie Foster	
Phone	Contact E-Mail Address v-lfoster@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
WILLIAMSON COUNTY	Enterprise 6	[redacted]
WILLIAMSON COUNTY	Select Plus	[redacted]
WILLIAMSON COUNTY	Enterprise 6	[redacted]

Commissioners Court - Regular Session **31.**

Meeting Date: 10/24/2023

Approval of Agreement for Annual Maintenance for Odyssey Judicial and Jail Software with Tyler Technologies, Inc. for Information Systems Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual support and maintenance agreement #202403, for Odyssey Judicial and Jail Software with Tyler Technologies, Inc. in the amount of $489,503.92 pursuant to Sourcewell cooperative contract #090320 TTI.

Background

The Odyssey platform connects justice organizations in law enforcement, corrections, and supervision for an end-to-end criminal justice solution from dispatch through disposition. This platform has been in place with Williamson County since 2006. Support covers the period from October 1st, 2023-September 30th, 2024. Funding source is 01.0100.0503.004505 for FY24. Department point of contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Technologies, Inc. Annual Maintenance

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 09:25 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:35 AM
Form Started By: Mary Watson		Started On: 10/12/2023 11:50 AM
Final Approval Date: 10/19/2023		

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

	Date	Page
020-145585	09/01/2023	1 of 1

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com

Bill To: WILLIAMSON COUNTY INFORMATION SERV.
ATTN: TAMMY MCCULLEY
301 SE INNER LOOP - SUITE 105
GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY INFORMATION SERV.
ATTN: TAMMY MCCULLEY
301 SE INNER LOOP - SUITE 105
GEORGETOWN, TX 78626

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41563 - 9905 - 9905	105066		USD	NET30	10/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County	Sourcewell 090320-TTI			
	Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance	1	17,768.18	17,768.18
	Maintenance Start: 01/Oct/2023, End: 30/Sep/2024			
	Integration Toolkits - Case Manager Libraries Standard Annual Maintenance	1	5,316.89	5,316.89
	Maintenance Start: 01/Oct/2023, End: 30/Sep/2024			
	Inmate Fingerprint Biometrics - Standard Annual Maintenance	1	3,157.44	3,157.44
	Maintenance Start: 01/Oct/2023, End: 30/Sep/2024			
Contract No.: Williamson County	Sourcewell 090320-TTI			
	Williamson County Odyssey Check Manager Software Standard Maintenance and Support	1	23,114.72	23,114.72
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support	1	269,664.26	269,664.26
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Williamson County Odyssey Document Management e-Signatures + merged to TIFF Standard Maintenance and Support	1	1,232.48	1,232.48
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Williamson County Odyssey Document Management Record on Appeal Creator Standard Maintenance and Support	1	4,006.57	4,006.57
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard Maintenance and Support	1	15,409.34	15,409.34
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and Support	1	96,308.74	96,308.74
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Electronic Signatures + Merged to Tiff Annual Maintenance	1	8,214.60	8,214.60
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			
	Odyssey Continuous Improvement Program (CIP) Annual Agreement	1	45,310.70	45,310.70
	Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	489,503.92
Sales Tax	$0.00
Invoice Total	489,503.92

Commissioners Court - Regular Session **32.**

Meeting Date: 10/24/2023

Approval of Blanket Purchase of Fuel from Fuelman Fuel Cards for the Sheriff's Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $380,000.00 pursuant to Omnia Partners co-op contract #R211101.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the fourth quarter of the fiscal year for the Fuelman Fuel Cards, the system used for Sheriff's Office employees to buy fuel. Funding Source is 01.0100.0560.003301 as per FY24 budget. Department contact is Chief Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 09:32 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:38 AM
Form Started By: Mary Watson		Started On: 10/13/2023 09:49 AM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **33.**

Meeting Date: 10/24/2023

Approval of Purchase of Upfittings for five (5) Chevy Tahoes from Defender Supply for the Sheriff's Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202442 between Williamson County and Defender Supply for the total amount of $147,000.00, pursuant to Tarrant County ILA #2022-200, and authorizing the execution of the purchase.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Department with the upfittings to the five (5) new 2023 Chevrolet Tahoe vehicles that have been purchased. The quote is attached with details of the equipment being purchased and installed. Funding source is 01.0100.0560.005700 for FY24. The department point of contact is Mark Stevens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Defender Supply Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 09:48 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:40 AM
Form Started By: Mary Watson		Started On: 10/16/2023 09:09 AM
Final Approval Date: 10/19/2023		

[redacted]

DEFENDER SUPPLY

845 FM 407 W
Argyle, TX 76226

Date	9/5/2023
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Mark Stevens
Customer Phone	512-943-3373
Customer E-mail	mark.stevens@wilco.org

2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
All Parts are for 2023 Chevrolet Tahoe 9C1's Was Estimate # [redacted] - Amount was $25,810.00 & is now $29,400.00 - Light Bar Patrol Units - Vin # CS-[redacted] Vin # CS- Vin # CS- Vin # CS- Vin # CS- Customer PO # Payment to be made to Defender Supply - Each Unit is $29,400.00 each times Five = $147,000.00 Total Williamson Co TX SO - WO # - Work Order Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2022-200			
Defender Supply Driver Side Spot Light with LED Bulb for 2021+ Chevrolet Tahoe 9C1 & SSV. Includes Installation.	5	570.00	2,850.00

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Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY

845 FM 407 W
Argyle, TX 76226

Date	9/5/2023
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Mark Stevens
Customer Phone	512-943-3373
Customer E-mail	mark.stevens@wilco.org

2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Defender Supply TAHOE Marked Patrol Base Package - Federal Signal 51" Valor " V-Shape" Dual Color Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/W, B/W Font and Side, R/A, B/A Rear) with Hook Kit. - Federal Signal Pathfinder with 17-Button Controller, Output Expansion Module, OBDII Kit, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 1 on Each Side with 45º Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 1 Front Cabin and 2 Hatch Dome Lights. - Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips. One Additional Power Outlet on the Passenger Side. - Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System. - Includes Installation.	5	11,019.35	55,096.75
Defender Supply Low Frequency Siren Package for Pathfinder. Includes Amp, 2 Subwoofer Speakers, Brackets. Includes Installation.	5	1,388.75	6,943.75

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Customer Contact	Mark Stevens
Customer Phone	512-943-3373
Customer E-mail	mark.stevens@wilco.org

2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Defender Supply TAHOE Steel Heavy Duty Bolt-on Brush Guard Wing Wraps for Federal Signal PBX Series Push Bumper. Includes Shipping and Installation.	5	457.50	2,287.50
Defender Supply TAHOE Steel Textured Coating Heavy Duty Bolt-on Brush Guard Wing Wraps. Includes Shipping and Installation.	5	486.00	2,430.00
Defender Supply TAHOE Steel Heavy Duty Bolt-on Pit Bar for Federal Signal PBX Series Push Bumper. Includes Shipping and Installation.	5	845.00	4,225.00
Defender Supply Running Board Lighting - Includes Eight Dual Color Super LED Light Heads (8x R/W/B), 4 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Pathfinder Only). Includes Installation. (Four per Side - Driver Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate (Four per Side - Passenger Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate	5	1,850.00	9,250.00
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window Top. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Pathfinder Only). Includes Installation.	5	574.50	2,872.50
Defender Supply Under Hatch Lighting Package -Includes 2, Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake Functions Available (Pathfinder Only). Includes Installation. No Rear Light Stick per Customer	5	475.00	2,375.00

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Customer E-mail	mark.stevens@wilco.org

2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.	5	998.75	4,993.75
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.	5	568.75	2,843.75
Defender Supply TAHOE Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation.	5	1,737.50	8,687.50
Defender Supply TAHOE Steel Window Guards . Includes Shipping and Installation.	5	407.50	2,037.50
Defender Supply TAHOE Prisoner Door Panels. Includes Shipping and Installation.	5	406.25	2,031.25
Defender Supply Rear Seat Dome Light - Includes (2) Two 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Independent Switches Mounted on the C-pillar for each Coresponding Side. Includes Installation.	5	329.50	1,647.50
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply	5	1,122.50	5,612.50
Defender Supply Computer Mount; Console. Includes Installation.	5	472.00	2,360.00
Havis 2 Inch Blank Faceplates	5	0.00	0.00
Havis 1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Federal Signal Smart Siren SSP3000	5	0.00	0.00
Havis 2.5' Console Equipment Bracket for 1-Piece Motorola XTL-1500	5	0.00	0.00
Havis Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30	5	0.00	0.00
Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5' Mounting Space, Fits Misc. Carson SC-409	5	0.00	0.00

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2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Streamlight SI-20L Nimh Flashlight & a Stinger DS LED - 12V DC Steady Charge - Includes Installation - Both Mounted on Sides of Console.	5	572.50	2,862.50
Defender Supply Rear Hatch Dome Light - Includes 2, 3' Round Red/White Dome Lights Mounted On Rear Hatch, 1 On Each Side, Switch, Defender Supply Dome Wire Harness. Includes Installation.	5	308.00	1,540.00
Customer Supplied Radio Information:		0.00	0.00
Police Radio Make & Model: Motorola APX7500/DB/Dash Mount O5 Control head 1 or 2 Piece Radio Unit: One Piece Control Head Info: 05 Frequency Used: 800Mhz & VHF Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Note: Customer does NOT wish to have the radio rebroadcast feature			
WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.			
Tahoe Roof Antenna Placement			
800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars.			
Defender Supply Two-Way (800) Radio Antenna and Coaxial Cable. Includes Installation.	5	182.00	910.00

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Argyle, TX 76226

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2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Defender Supply Two-Way (VHF) Radio Antenna and Coaxial Cable. Includes Installation.	5	140.00	700.00
Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted in Console	5	92.95	464.75
Defender Supply TAHOE Premium Single Drawer Storage Box. Includes Shipping and Installation.	5	1,845.00	9,225.00
No Tint, Paint or Graphics on these Units.			
Wash and Prepare Vehicle for Delivery to Customer	5	100.00	500.00
Misc. Shop Supplies	5	30.00	150.00
Shipping of Above Emergency Parts for Upfit	5	150.00	750.00
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use	5	743.20	3,716.00

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2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Installation of Customer Supplied Equipment: Panasonic Arbitrator 360 Blue CAT6 Cable - CP to Dock White CAT6 Cable- VPU (PC PORT) to Dock Radio Power & Ground Mobile Power (HKN4191B) - Pre Wire Radio Accessory Cable & Ignition Power (HLN6863B) - Pre Wire Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced - Please flash Headlights & Tail Lights. Please flash Headlights & Tail Lights. Tech: Please used Loc-tite on all Brush Guard Bolts For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org	27.5	125.00	3,437.50
Delivery to Department	5	840.00	4,200.00

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Customer E-mail	mark.stevens@wilco.org

2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total
Deliver Vehicles to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival. paul.best@wilco.org, rick.akins@wilco.org Williamson Co TX SO - Work Order # - Requesting Customer Supplied Parts Williamson County Team, I am being asked by the service department to have your customer supplied equipment shipped to us. Please mark the box(s) with "WO # " so we can get your equipment checked in correctly. I show you are supplying the following equipment: Panasonic Arbitrator 360 Blue CAT6 Cable - Dock to Cradle Point White CAT6 Cable- Dock to VPU (PC PORT) Radio Power & Ground Mobile Power (HKN4191B) Radio Accessory Cable & Ignition Power (HLN6863B) Please ship to: Defender Supply Parts Department – WO # 845 FM 407 West Argyle, Texas 76226 Office (903) 771-0845 Thanks, George			

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2023 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Qty	Price	Total

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Vehicle & Emergency Equipment Total	$147,000.00

Signature _____

Commissioners Court - Regular Session **34.**

Meeting Date: 10/24/2023

Approval of Construction Contract with Texas Fifth Wall Roofing Systems, Inc. for Roof Replacement at the County Justice Center for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Construction Contract #2023291 between Texas Fifth Wall Roofing Systems, Inc. and Williamson County for County Justice Center (CJC) North Roof replacement, in the amount of Four Hundred Ninety-Four Thousand, Three Hundred Seventy-Nine Dollars $494,379.00, pursuant to TIPS contract #21060301 and execution of the agreement. Funding Source is P615.

Background

This project is for Williamson County Justice Center's North Roof Replacement, located at 405 Martin Luther King Drive, Georgetown, Texas. The proposal includes a detailed scope of work. The funding source is P615. The department point of contact is Thomas Crockett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/18/2023 04:59 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:48 AM
Form Started By: Johnny Grimaldo		Started On: 10/17/2023 02:23 PM
Final Approval Date: 10/19/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 21060301)

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

GENERAL CONTRACTOR: **Texas Fifth Wall Roofing Systems, Inc.** ("GC")
Will Smith, President
3300 Duke Rd.
Austin, TX 78724

ARCHITECT: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIA, ALEP, Principal Architect
12 Chisholm Trail Rd., Suite 200
Round Rock, TX 78681

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **roof replacement for the Williamson County North Justice Center** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term “Contractor” as used herein or in the UGCs shall mean GC.

2.3.2
The term “Owner” as used herein or in the UGCs shall mean County.

2.3.3
The term “Architect” as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Ninety (90) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **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 GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC’s safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Four Hundred Ninety-Four Thousand, Three Hundred Seventy-Nine Dollars ($ 494,379)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **observed increase in repairs associated with the age of the building** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Forty-Nine Thousand, Four Hundred Thirty-Seven Dollars ($ 49,437)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent,

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Texas Fifth Wall Roofing Systems, Inc.
Will Smith, President
3300 Duke Rd.
Austin, TX 78724

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court

401 W. 6th Street
Georgetown, Texas 78626

GC: Texas Fifth Wall Roofing Systems, Inc.
3300 Duke Rd.
Austin, TX 78724

Attention: Will Smith
President

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

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other

representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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.

GC:
Texas Fifth Wall Roofing Systems, Inc.

By: William D. Smith Jr.
Signature

William D. Smith Jr.
Printed Name

President
Title

Date Signed: 10/10/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

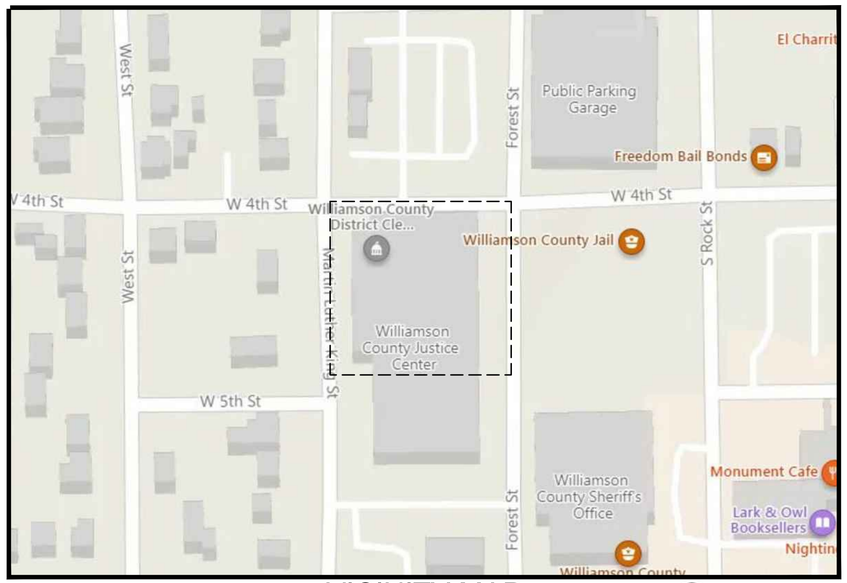
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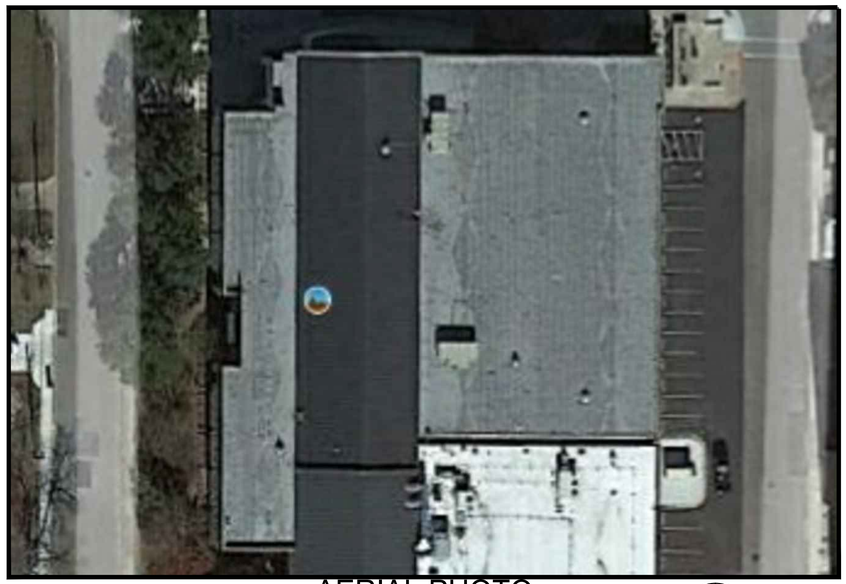
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WILLIAMSON COUNTY CJC NORTH RE-ROOF

405 MARTIN LUTHER KING STREET
GEORGETOWN, TEXAS 78726



VICINITY MAP
Source: Bing Maps (No Scale)



AERIAL PHOTO
Source: Google Earth Pro (No Scale)

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R-0.0		COVER
R-1.0		GENERAL NOTES AND SCOPE OF WORK
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R-2.1		SECTION B,C,D ROOF PLAN
R-2.2		SOUTH STONE COPING
R-3.0		ROOF DETAILS
R-3.1		ROOF DETAILS
R-3.2		ROOF DETAILS

REGISTERED ARCHITECT ROEL BAZAN 14289 STATE OF TEXAS

09-26-2022

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DATE ISSUED
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CJC NORTH RE-ROOF
GEORGETOWN, Texas

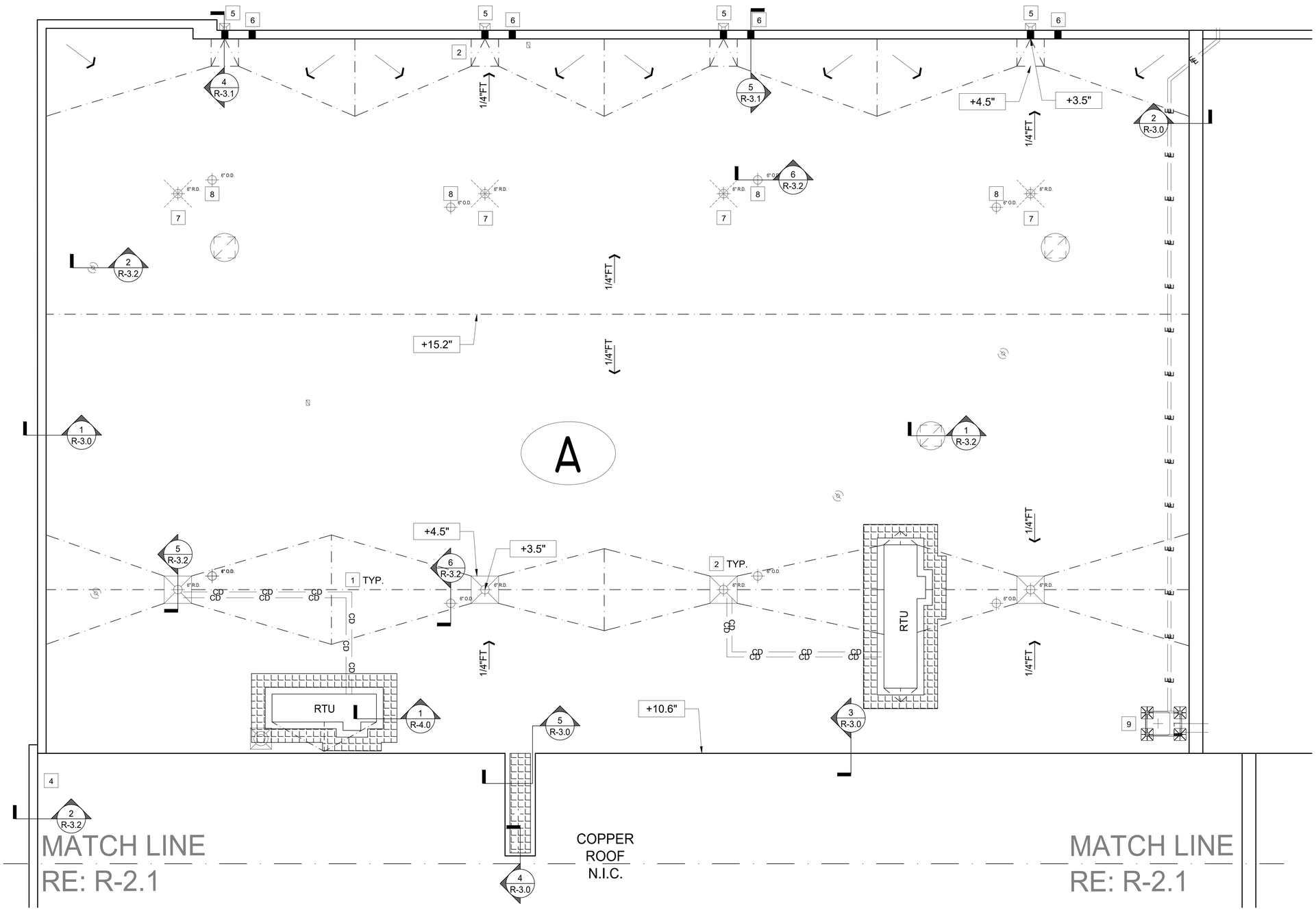
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Revision:

Project Number
2206.3

Date:
9/27/2022

Sheet Number
COVER R-0.0



1 SECTION A- EAST ROOF PLAN

SCALE: 1/8"=1'-0"

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ROOF PLAN LEGEND

- A — ROOF SECTION IDENTIFICATION
- SLOPE — DIRECTION OF SLOPE
- EXHAUST FAN ON CURB
- CD — CONDENSATE DRAIN LINE
- GAS — GAS LINE
- E — CONDUIT LINE
- TAPER RIDGE, HIP, VALLEY
- RTU — ROOFTOP UNIT ON CURB
- PLUMBING VENT
- 6" O.D. — OVERFLOW DRAIN
- +X.XX" — INSULATION PLUS COVERBOARD THICKNESS FROM DECK
- PRIMARY ROOF DRAIN WITH 4'X4'X¼" PER FOOT TAPERED SUMP
- MFR WALK TREAD MATERIAL
- ELECTRICAL EQUIPMENT SUPPORT
- EXISTING COPPER ROOF HATCH (N.I.C.)
- CONDUCTOR HEAD AND DOWNSPOUT

KEYED NOTE :

1. 1/2"/FT TAPERED ISO CRICKET
2. 1/2"/FT TAPERED ISO SUMP. MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.
5. NEW 12"L X 6"H PRIMARY THRU-WALL SCUPPER, 18" W CONDUCTOR HEAD AND 6" DOWNSPOUT.
6. NEW 18"L X 6"H OVERFLOW THRU-WALL SCUPPER.
7. REMOVE AND DISPOSE EXISTING PRIMARY ROOF DRAIN, PERMANENTLY CAP ROOF DRAIN PIPING.
8. EXISTING SECONDARY EMERGENCY OVERFLOW ROOF DRAIN TO REMAIN.
9. PORTABLE PIPE HANGER PLATFORM

PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

REGISTERED ARCHITECT ROEL BAZAN 14289 STATE OF TEXAS

09-26-2022

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WILLIAMSON COUNTY
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GEORGETOWN, Texas

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Revision:

Project Number 2206.3

Date: 9/27/2022

Sheet Number R-2.0

SECTION A - EAST ROOF PLAN

KEYED NOTE :

1. 1/2"/FT TAPERED ISO CRICKET
2. 1/2"/FT TAPERED ISO SUMP. MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.
9. ROOF AREA DIVIDER

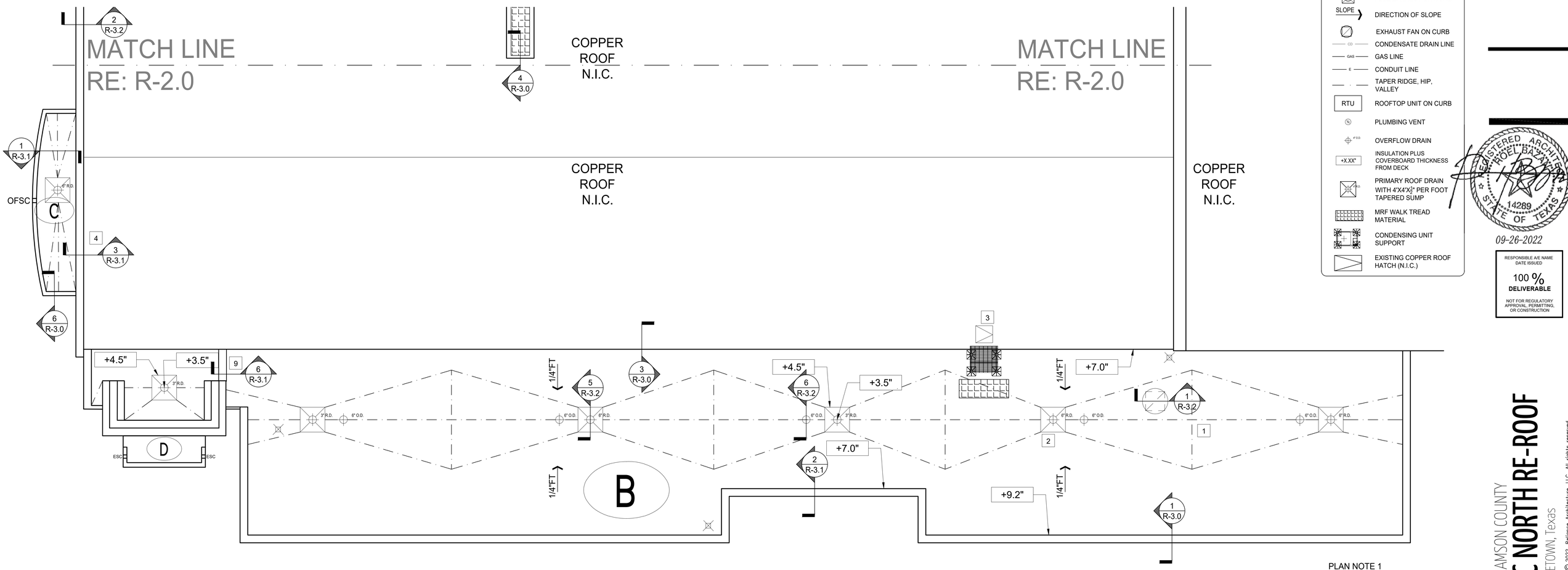
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- MRF WALK TREAD MATERIAL
- CONDENSING UNIT SUPPORT
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1 SECTION A - WEST & C ROOF PLAN
SCALE: 1/8"=1'-0"

PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

REGISTERED ARCHITECT ROEL BAZAN 14289 STATE OF TEXAS

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GEORGETOWN, Texas

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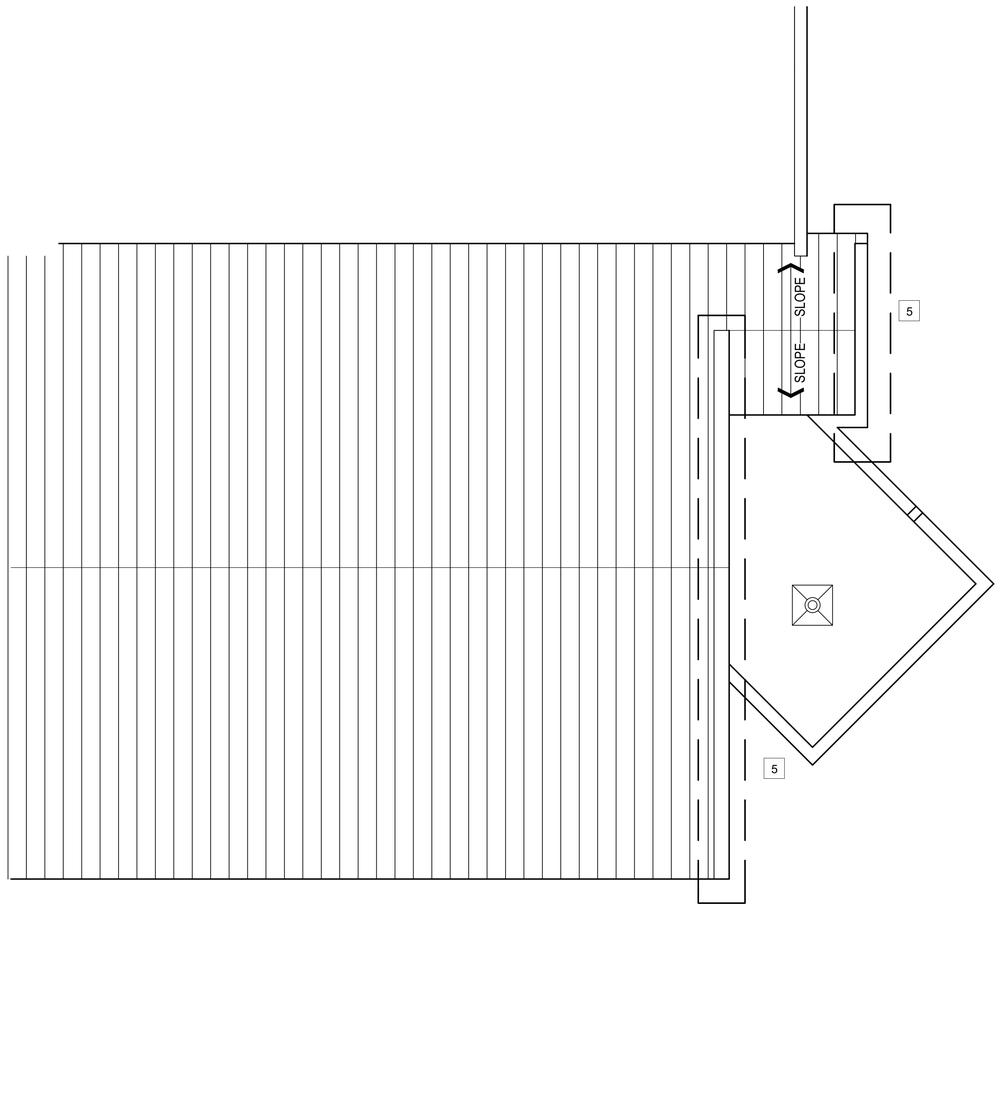
Sheet Number R-2.1

SECTION A - WEST & C ROOF PLAN

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9/27/2022

Sheet Number
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1 SOUTH STONE COPING
SCALE: 1/8"=1'-0"

SOUTH STONE COPING

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.

Texas Fifth Wall Roofing

3300 Duke Rd
Austin, TX 78724

Client:	Williamson County Justice Center	Business:	(512) 809-9867
Business:	405 Martin Luther King St Georgetown, TX 78726		
Operator:	Michelle		
Estimator:	Michelle Brown	Business:	(512) 926-3940
Company:	Texas Fifth Wall Roofing	E-mail:	mbrown@fifthwallroofing.com
Business:	3300 Duke Rd Austin, TX 78724		

Type of Estimate:
Date Entered: 9/11/2023 Date Assigned:

Price List: TXAU8X_SEP23
Labor Efficiency: Restoration/Service/Remodel
Estimate: WILLIAMSON_COUNTY

TIPS Contract number #21060302 Roofing
Vendor # 7449

WILLIAMSON_COUNTY

Main Level

Roof1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Tear off, haul and dispose of modified bitumen roofing	50.96 SQ @	64.26 =	3,274.69
2. Remove Insulation - perlite board, 1" Cover board	50.96 SQ @	67.77 =	3,453.56
3. Remove Insulation - ISO board, 2"	50.96 SQ @	64.61 =	3,292.53
4. Remove Insulation - ISO Taper board	50.96 SQ @	63.74 =	3,248.19
5. Single-ply membrane - Mechanically attached - 60 mil	50.96 SQ @	453.47 =	23,108.83
6. 1/2" High Density poly iso	50.96 SQ @	233.10 =	11,878.78
7. Insulation - ISO board, 2"	50.96 SQ @	318.97 =	16,254.71
8. Insulation - ISO Taper board	50.96 SQ @	397.94 =	20,279.02
9. Counterflashing - Apron flashing	521.00 LF @	13.99 =	7,288.79
10. Aluminum termination bar / flashing for membrane roofs	521.00 LF @	3.04 =	1,583.84
11. Roof drain - cast iron - 2" to 6" outlet	11.00 EA @	656.89 =	7,225.79
12. Roof scupper - PVC/TPO clad aluminum	8.00 EA @	208.70 =	1,669.60
13. Curb flashing - PVC/TPO	510.00 LF @	21.46 =	10,944.60
14. Single-ply membrane - Fully adhered system - 60 mil	10.30 SQ @	572.46 =	5,896.34
Parapet wall			
15. Dumpster load - Approx. 40 yards, 7-8 tons of debris	5.00 EA @	906.78 =	4,533.90

Roof2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Tear off, haul and dispose of modified bitumen roofing	159.61 SQ @	64.26 =	10,256.54
17. Remove Insulation - perlite board, 1" Cover board	159.61 SQ @	67.77 =	10,816.77
18. Remove Insulation - ISO board, 2"	159.61 SQ @	64.61 =	10,312.40
19. Remove Insulation - ISO Taper board	159.61 SQ @	63.74 =	10,173.54
20. Single-ply membrane - Mechanically attached - 60 mil	159.61 SQ @	453.47 =	72,378.35
21. Aluminum termination bar / flashing for membrane roofs	532.00 LF @	3.04 =	1,617.28
22. Roof drain - cast iron - 2" to 6" outlet	16.00 EA @	656.89 =	10,510.24
23. Curb flashing - PVC/TPO	635.00 LF @	21.46 =	13,627.10
24. 1/2" High Density poly iso	159.61 SQ @	233.10 =	37,205.09
25. Insulation - ISO board, 2"	159.61 SQ @	318.97 =	50,910.80
26. Insulation - ISO Taper board	159.61 SQ @	397.94 =	63,515.20
27. Counterflashing - Apron flashing	521.00 LF @	13.99 =	7,288.79
28. Aluminum termination bar / flashing for membrane roofs	521.00 LF @	3.04 =	1,583.84
29. Curb flashing - PVC/TPO	510.00 LF @	23.65 =	12,061.50
30. Single-ply membrane - Fully adhered system - 60 mil	10.30 SQ @	656.64 =	6,763.39
31. Dumpster load - Approx. 40 yards, 7-8 tons of debris	18.00 EA @	906.78 =	16,322.04

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
32. Heavy Equipment Skye Track	2.00 EA @	6,257.47 =	12,514.94
33. Performance Payment Bond	1.00 EA @	14,125.00 =	14,125.00

Grand Total Areas:

0.00	SF Walls	0.00	SF Ceiling	0.00	SF Walls and Ceiling
0.00	SF Floor	0.00	SY Flooring	0.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	0.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
18,110.12	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
21,057.02	Surface Area	210.57	Number of Squares	1,062.72	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

3300 Duke Rd
Austin, TX 78724

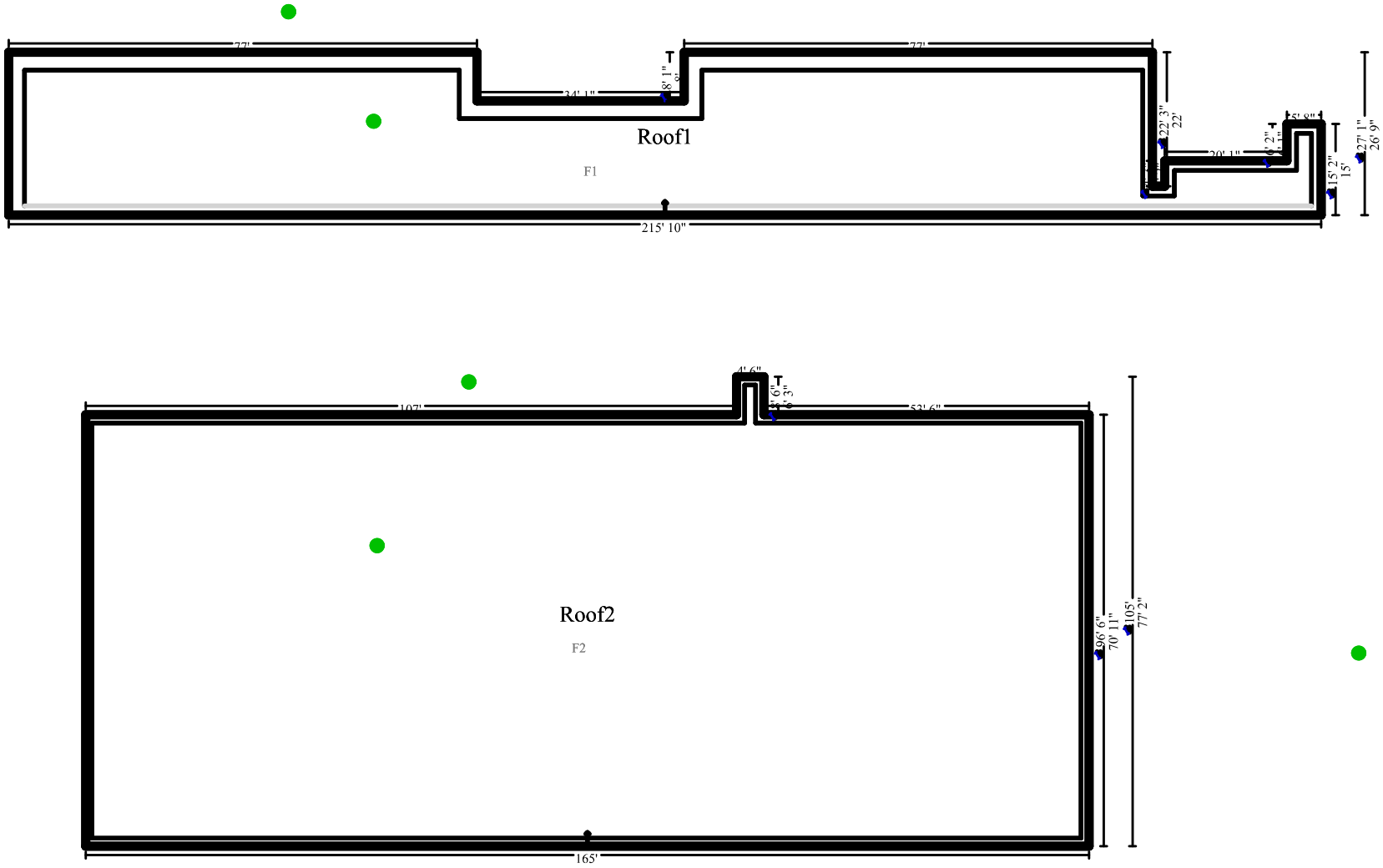
Summary

Line Item Total	485,915.98
Material Sales Tax	10,599.03
Replacement Cost Value	**$496,515.01**
Net Claim	**$496,515.01**

Michelle Brown

Recap of Taxes

	Material Sales Tax (8.25%)	Manuf. Home Tax (5%)
Line Items	10,599.03	0.00
Total	**10,599.03**	**0.00**


77'
34' 1"
8' 1"
73'
22' 3"
22'
20' 1"
6' 2"
4' 1"
5' 8"
15' 2"
15'
27' 1"
26' 9"
215' 10"
Roof1
F1
4' 6"
3' 6"
3' 3"
107'
53' 6"
96' 6"
70' 11"
105'
77' 2"
165'
Roof2
F2

Main Level

Commissioners Court - Regular Session **35.**

Meeting Date: 10/24/2023

Approval of the Purchase of Caterpillar Inc. Heavy Equipment from Holt CAT for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of six (6) pieces of Caterpillar Heavy Equipment from Holt Cat which includes one (1) Model: 140LVR Motor Grader, one (1) Model: CW34NN Pneumatic Roller, one (1) Model: 308 Excavator, one (1) Model: 420 Backhoe Loader, and two (2) Model: 289D3 Skid Steer fot the total amount of $1,072,682.00 pursuant to Sourcewell #032119-CAT, warranties included.

Background

The purchase of these items will support the operations of the Road and Bridge Department throughout the County. Funding Source is 01.0200.0210.005711 for FY24. Point of Contact is Matt Williamson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motor Grader

Pneumatic Roller

Excavator

Backhoe

2 Skid Steer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/19/2023 12:01 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 12:23 PM
Form Started By: Gretchen Glenn		Started On: 10/16/2023 02:31 PM
Final Approval Date: 10/19/2023		

DATE: Aug 02, 2023
QUOTE #:323188-01

WILLIAMSON COUNTY FLEET

Kell, Jeffrey
512.917.3277

3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

One (1) New Caterpillar Inc Model: 140LVR Motor Graders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$344,357.00
EXT WARRANTY	Included
TOTAL PRICE	**$344,357.00**
SUB TOTAL	**$344,357.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$344,357.00**

WARRANTY

Standard Warranty:	**12 Month/Unlimited Hours Total Machine**
Extended Warranty:	**84 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH**

List Price	**$540,123.00**
Sourcewell Discount 30%	**($162,036.00)**
Adjusted Sales Price	**$378,087.00**
Dealer Prep	**$1,200.00**
Delivery to Wilco	**$850.00**
Warranty Standard and Extended	**$5,740.00**
Service and Maintenance Manuals	**$1,800.00**
Sales Price	**$387,677.00**
Holt Discount to Wilco	**($43,320.00)**
Total Sourcewell Purchase Price	**$344,357.00**

Sourcewell# 032119-CAT

Lever controls (LVR)**, 14ft Blade, Rear Ripper, Lights**

Includes one year no charge Field Service

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
LVR/14'MB/17.5TI/PPLT	515-2449
LANE 2 ORDER	0P-9002
MOLDBOARD, 14' PLUS	439-9110
LINK BAR, HYDRAULIC	559-2201
NO LOCK OUT, CAB	437-0690
RIPPER-SCARIFIER, REAR	515-4649
LIGHTS, CAB ROOF, HALOGEN	501-4739
WEATHER, STANDARD, TANDEM	522-6386
NO GRADE CONTROL TECHNOLOGY	566-5529
STARTER, HEAVY DUTY	515-2231
CAB, PLUS	522-6688
MIRROR, EXTERNAL BASIC	565-2320
PRODUCT LINK, CELLULAR PLE641	519-3712
FAN, STANDARD TANDEM	558-3846
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
COOLANT (-40C)	522-6654
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
DECALS, ENGLISH (US)	516-2552
CIRCLE SAVER	521-3250
CAMERA, REAR VISION	524-1768
PREMIUM CORP RADIO (12V)	518-3026
GUARD, TRANSMISSION	522-2419
PUSH PLATE, COUNTERWEIGHT	336-1559
ROLL ON-ROLL OFF	0P-2265
SEAT, CLOTH AIR SUSPENSION	518-3382
DRAWBAR, TOP ADJUST	522-6756
PRECLEANER, NON SY-KLONE	380-6774
ROADING LIGHTS W/FOLD DOWN ARM	562-3742
LIGHTS, WORK BASIC, HALOGEN	522-6533
LOW BAR, HALOGEN, TANDEM	519-3700
ACCUMULATORS, NO ARO	526-9853
COVERS, UNDER CAB	522-2402
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BASE+1 (RIP)	599-9883

STANDARD EQUIPMENT

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Electronic over-speed protection
Engine, C9 with ACERT technology, diesel with automatic engine derate and idle control. EPA/ARB tier 4 final & EU stage IV certified engine & aftertreatment
Parking brake, multi-disc, sealed and oil cooled
Sediment drain, fuel tank
Tandem drive
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel
Electrical system, 24 volt
Lights, reversing
Starter, electric

OPERATOR ENVIRONMENT

Steering wheel
Air Conditioning with heater
Articulation
Centershift pin indicator
Display, digital speed and gear
Load sensing hydraulic controls:
-Right/left blade lift
-Circle drive
-Center shift
-Side shift
-Blade tip
-Front wheel lean
Doors, left and right side
Gauge, machine level
Gauges (analog) inside the cab (includes fuel, articulation, engine coolant temp, engine RPM and hydraulic oil temp, DEF/AdBlue)
Lights, night time cab
Messenger Display
-Meter
-Hour digital
Mirror
Inside rearview, wide angle
Power port, 12V
Radio ready, entertainment
ROPS cab, 77dB(A) ISO 6394
Storage area for cooler/lunchbox
Throttle control, electronic
Windows: laminated glass
Fixed front with intermittent wiper windows: tempered
Left and right side wipers
Rear with intermittent wiper
Cab Storage

SAFETY AND SECURITY

Clutch, circle drive slip
Doors, 2 engine compartment, (two left hand, two right hand) locking
Doors, 2 service, left and right locking
Ground level engine shutdown
Hammer (emergency exit)
Horn, electric
Seat belt, retractable 3"
Secondary steering
Tandem walkway/guards

FLUIDS

Antifreeze	Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators -brake -dual certified	(100cc / 6 cu in)
Drawbar,6 shoe w/replaceable wear strips	Radiator, cleanout access
Fluid check, ground level	(both sides with swing doors)
Fuel tank, 100 gallon (378 L)	SOS ports - engine -hydraulic
Ground level fueling	-transmission -coolant -fuel
DEF/AdBlue Tank, 3.3 gallon (12.5 L)	Tool box
Hydraulic lines for base functions	Debris guard
Pump, hydraulic, high capacity	

THE NEXT GENERATION OF MOTOR GRADERS

CAT® 140 MOTOR GRADER

140

RELIABLE.
DURABLE.
FAMILIAR
CONTROLS.



CAT TECHNOLOGY AND PERFORMANCE WITH STEERING WHEEL AND LEVER CONTROLS.

UP TO **20%** LOWER MAINTENANCE COST

- New filtration technology for extended fluid / filter maintenance intervals
- Grouped filters for easy access
- Reversing Fan option for debris removal
- Proven powertrain with ECO mode from the 140M3 with All-Wheel Drive (AWD) option

CAB DESIGNED FOR
OPERATOR COMFORT.

- Control familiarity with steering wheel and levers
- Ergonomically designed and adjustable control console
- Options from basic to air suspension seat

UP TO **40%** MATERIAL **SAVINGS**
WITH CAT GRADE TECHNOLOGY

- Cat® GRADE with Cross Slope Technology develops consistent slope with less material
- Improve grade quality and reduce bounce with Stable Blade
- Scalable solutions to fit your needs

REV UP Dealer Go-To-Market & NPI Summit 2018

17

CAT

DATE: Aug 02, 2023
QUOTE #:323535-01

WILLIAMSON COUNTY FLEET

Kell, Jeffrey
512.917.3277

3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

One (1) New Caterpillar Inc Model: CW34NN Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$213,657.00
EXT WARRANTY	Included
TOTAL PRICE	**$213,657.00**
SUB TOTAL	**$213,657.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$213,657.00**

WARRANTY

Standard Warranty:	**12 Month/Unlimited Hours Total Machine**
Extended Warranty:	**60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH**

List Price	**$262,913.00**
Sourcewell discount 19%	**($49,953.00)**
Adjusted Sales Price	**$212,960.00**
Dealer Prep	**$1,500.00**
Delivery to Wilco	**$850.00**
Service and Maintenance manuals	**$1,800.00**
Warranty Standard & Extended	**$2,660.00**
Sales Price	**$219,770.00**
Holt Cat discount to Wilco	**($6,113.00)**
Total Sourcewell Purchase Price	**$213,657.00**

Sourcewell# 032119-CAT

NOTES

Includes Cocoa with Scraper, Mirrors, Canopy sun, Lights

Includes one year no charge field service

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP1/T4F/CNTRL-P/8 TI/	445-5711
ENGINE, CAT C4.4	587-1479
FRAME, STANDARD MACHINE	445-5707
BELT, ENG	355-1670
BASE, OPERATOR STATION	368-9296
SEAT, STD VINYL	364-6748
CONTROL, PREMIUM	457-1622
PRODUCT LINK, CELLULAR PL641	454-5454
INSTALLATION, ROPS	460-0782
TIRES, STD	359-7789
OIL, HYD, STANDARD	364-8437
INSTRUCTIONS, NORTH AMERICAN	364-6752
LIGHTS, HALOGEN	364-6757
LANGUAGES, OPTION 1	477-9990
MIRRORS, EXTERNAL	364-6763
ROPS	359-7792
CANOPY, SUN, ROPS	364-6759
COCOA MAT W/SCRAPER	388-7112
ROLL ON-ROLL OFF	0P-4507
LANE 3 ORDER	0P-9003

STANDARD EQUIPMENT

POWERTRAIN

Cat C4.4 ACERT Engine
Dual element cyclonic air cleaner
Fuel filter / water separator
Ultra clean fuel filter with integrated prime pump
Fuel reducing, automotive style, variable speed engine control
Automatic idle shutdown
Dual braking system (service & parking)
Continuously variable hydrostatic transmission with seamless shifting
3 Speed ranges
Auto speed control (ASC) for lower noise and fuel consumption

ELECTRICAL

24-volt electric starting
100 - amp alternator
Two CAT Maintenance Free Batteries
Roading lights - turn signals and low beam forward facing lights
Rear backup light and stop indication lamps
Halogen working lights - bumper mounted (2 front-facing and 2 rear-facing)
Backup alarm and forward warning horn
Product Link Ready

OPERATOR ENVIRONMENT

Side to side sliding and plus/minus 90 degree rotating operator station
Machine and operating functions are integrated into 4" LCD display
Fore/Aft adjustable suspension seat
Oversized RH arm rest
3" wide belt
Vandalism protection
Power assisted steering
Tilt able steering column
Rubber floor mat

FLUIDS

Premixed 50% concentration of Extended Life Coolant with freeze protection to -37C (-35F)

OTHER STANDARD EQUIPMENT

Locking fiberglass engine enclosure
All wheel oscillation - front and rear
Front wheel vertical equalizing suspension
Single pump, triple filtration pressurized water system
Dedicated system for each tire
Intermittent adjustable spray on/off
time
Water Capacity
Self adjusting, retractable, nylon tire scrapering system
Manual brake release
Lockable fuel fill
Transport tie-down and lift points
High ambient capable (49 deg C)

DATE: Aug 02, 2023
QUOTE #:323555-01

WILLIAMSON COUNTY FLEET

Kell, Jeffrey
512.917.3277

3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

One (1) New Caterpillar Inc Model: 308 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$161,737.00
EXT WARRANTY	Included
TOTAL PRICE	**$161,737.00**
SUB TOTAL	**$161.737.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$161,737.00**

WARRANTY

Standard Warranty:	**24 Month/2000 Hour Total Machine Limited Warranty**
Extended Warranty:	**60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH**

List Price	**$186,607.00**
Sourcewell discount discount 20%	**($37,321.00)**
Adjusted Sales Price	**$149,286.00**
Dealer Prep	**$950.00**
Thumb, hydraulic	**$5,831.00**
Install thumb	**$1,200.00**
Quick Coupler, bucket	**$1,100.00**
Delivery to Wilco	**$450.00**
Warranty Standard and Extended	**$1,120.00**
Service and Maintenance manuals	**$1,800.00**
Total Sourcewell Purchase Price	**$161,737.00**

Sourcewell# 032119-CAT

NOTES

Includes Rubber Track, Long Stick, Hydraulic Wet Kit, Bucket 24” quick coupler
Includes one year no charge field service

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP1/LN3/CAB/STRT BLD/LNG STK	637-9562
LINES, BOOM	514-8055
LINES, STICK	514-8067
STICK, LONG	563-2071
STD BLADE, STD U/C, TG W/PAD	562-3698
SEAT, AIR SUSP, FABRIC, HEATED	510-6070
PRODUCT LINK, CELLULAR PLE643	557-5123
CAMERA, REAR VIEW	511-6235
COUNTERWEIGHT, EXTRA	525-6657
INSTRUCTIONS, ANSI	523-3993
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
EOU HOUSE SWING COVER, 8T	605-3340
BELT, SEAT, 3" RETRACTABLE	510-6085
CAT KEY, WITH PASSCODE OPTION	522-6460
LIGHT, REAR, LED	511-6211
MIRROR, RIGHT SIDE, REAR VIEW	523-6409
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
MONITOR NEXT GEN, ADVANCED, CR	511-6177
PACKING, LAST MILE PROGRAM	0P-4299
LANE 3 ORDER	0P-9003
INTEGRATED RADIO	511-6219

STANDARD EQUIPMENT

POWERTRAIN

CAT C3.3B diesel engine
US EPA Tier 4 Final/EU Stage V/
China NR III
ISO 9249/EEC 80/1270
Rated net power 55kW/72hp
Electronic engine, turbo, DPF
Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel water seperator with indicator
Radial seal air filter
Double element with warning indicator
Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track
Hydraulic track adjusters
Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand
Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

90 ampere alternator
850 CCA maintenance free battery
Battery disconnect
Circuit breaker
Ignition key stop switch
Signaling/warning horn
Work lights
- Cab, boom left, front right
- Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Ergonomic joysticks control levers
Adjustable wrist rests
Air conditioner/heater with defroster &
Automatic temp control
Coat hook
Color LCD monitor:
- Fuel level, coolant temp, & warning indicators
- Maintenance and machine monitoring
- Performance & machine adjustments
- Numberic security code
- Multiple languages
- Hour meter
- Ground level wakeup switch
- Jog dial control interface
Cup holder
Hydraulic lockout for all controls
LED interior light
Literature holder
Mirror rear view - Cab left
Molded footrests
Openable front windshield with assist & integragted lower window
Rear window emergency exit
Removable washable floor mat
Retractable seat belt
Seat, fabric, high back, suspension
Travel control pedals with hand levers
Utility space for mobile phone
Front post mounted windshield wiper & washer
Skylight
Mounting bosses for front & top guard

FLUIDS

Extended life coolant - 37C
Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Accumulator, certification
Caterpillar corporate "one key" system
Door locks on cab door and external enclosure doors
Lockable fuel cap
Beacon Socket
Ecology drain - engine
Radial seal engine air filter, double element with restriction indicator
Side by side engine & hydraulic oil cooler
Hydraulic fluid temperature monitoring
Joystick travel and steering mode
Travel cruise control
High definition hydraulics
- load sensing/flow sharing
Power on demand
Rear reflectors
Roll over protective structure (ROPS) (ISO 12117-2)
Product link elite lite (regulations apply)
Auxiliary hydraulic lines:
- 1-way and 2-way (combined function)
- Auxiliary line quick disconnects
- In cab adjustable auxiliary flow
- Continuous flow


CAT

DATE: Mar 06, 2023
QUOTE #:315700-01

WILLIAMSON COUNTY FLEET
SHEA WEBB

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Kell, Jeffrey
512.917.3277

One (1) New Caterpillar Inc Model: 420 Backhoe Loaders with all standard equipment in addition to the additional pecifications listed below:

SALE PRICE	$162,471.00
EXT WARRANTY	Included
TOTAL PRICE	**$162,471.00**
SUB TOTAL	**$162,471.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$162,471.00**

WARRANTY

Standard Warranty:	**12 Month/Unlimited Hours Total Machine**
Extended Warranty:	**48 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH**

List Price	**$190,526.00**
Sourcewell Discount 22%	**($41,916.00)**
Adjusted Sales Price	**$148,610.00**
Dealer Prep	**$1,240.00**
Delivery to Wilco	**$650.00**
Hydraulic thumb	**$6,831.00**
Install thumb	**$1,500.00**
Service and Maintenance Manuals	**$1,800.00**
Warranty Standard and Extended	**$1,840.00**
TOTAL Sourcewell Purchase Price	**$162,471.00**

Sourcewell # 032119-CAT

Cab, A/C, 4x4, E-Stick, Hydraulic Lines Lit, Hydraulic thumb, Rear Quick Couple, bucket 30”
Includes one year No Charge field Service

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
LN3/ST/QP28/C4EX/QC	542-7992
LANE 3 ORDER	0P-9003
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS, POWERSHIFT	544-1066
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
HYDRAULICS, GP, 6FCN/8BNK, ST	542-7772
CAB, DELUXE	544-0883
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	611-0339
BELT, SEAT, 2" SUSPENSION	206-1747
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	560-6797
TIRES, 12.5 80/19.5L-24, GY	379-2161
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-GP, 1.5 YD3, PO	337-7401
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
COUPLER, PIN LOCK, BL F	544-1901
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, COMBINED AUX, E-STICK	548-1231
STANDARD RADIO (12V)	540-2298
FAN	387-6682
DISPLAY, SECURITY, ENABLED	573-0397
BATTERY, HEAVY DUTY	516-5913
AUTO-UP STABILIZERS	567-5090
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
PACK, DOMESTIC TRUCK	0P-0210
RUST PREVENTATIVE APPLICATOR	462-1033
LOADER BUCKET PINS	545-8548
SHIPPING/STORAGE PROTECTION	461-6839

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES

BACKHOE
- 14'4" Center pivot backhoe
4.3 Meters
- Boom and swing transport locks

LOADER
- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single

- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system
- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter
- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Antifreeze - Extended Life Coolant -20F (-30C)
- Standard Storage Box

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for
Fuel
Engine oil
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

OTHER STANDARD EQUIPMENT

lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

guard

- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

CAT® BACKHOE LOADER

MORE OF WHAT YOU ASKED FOR

415
416
420
430

YOU SPOKE, WE LISTENED



More Comfort – More Performance – More Versatility

CAT® BACKHOE LOADERS BUILT WITH CUSTOMERS INPUT.

OPERATOR EXPERIENCE

- NEW Operator Display Improves User Interface
- Effortlessly Shift Gears with the Powershift Transmission
- SAHR Parking Brake provides Peace of Mind
- Proportional Thumb Rollers on the Joysticks Improve Aux Hydraulic Control.

UP TO 10% * MORE PERFORMANCE

- NEW Cat® C3.6 provides 10%+ more Fuel Efficiency
- Up to 15% more Boom Lift Performance (420)
- Standard 4wd gets you out of any Sticky Situation

IMPROVED MACHINE UTILIZATION

IT Loader Coupler

- Change Attachments for various applications with a touch of a button
  - > Pallet Forks
  - > Material Handling Arms
  - > Snow Pushes

CAT

Building Construction Products
CONFIDENTIAL – YELLOW

Caterpillar: Confidential Green

DATE: Aug 02, 2023
QUOTE #:323184-01

WILLIAMSON COUNTY FLEET

Kell, Jeffrey
512.917.3277

3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

Two (2) New Caterpillar Inc Model: 289D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$95,230.00
EXT WARRANTY	Included
TOTAL PRICE	**$95,230.00**
SUB TOTAL	**$95,230.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$95,230.00**

WARRANTY

Standard Warranty:	**24 Month/2000 Hour Total Machine Limited Warranty**
Extended Warranty:	**60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH**

List Price	**$118,082.00**
Sourcewell discount 21%	**(24,797.00)**
Adjusted Sales Price	**$93,285.00**
Dealer Prep	**$825.00**
Delivery to Wilco	**$550.00**
Service and Maintenance manuals	**$1,800.00**
Warranty Standard & Extended	**$1,430.00**
Sales Price	**$97,890.00**
Holt Cat discount to Wilco	**($2,660.00)**
Total Sourcewell Purchase Price	**$95,230.00**

Total Sourcewell Price (2) 289D3's $190,460.00

Sourcewell # 032119-CAT

NOTES

Add to Purchase Price 6-way Dozer Blade with wiring Harness:
-79" Blade $7,528.00
-92" Blade $8,278.00
-289D3 width over tracks is 78"

Includes Cab, A/C, Ride Control, Lights, Bucket smooth edge or Tooth
Includes one year no charge field service and Service Manual and extra Operations Maint. manuals

DATE: Aug 02, 2023QUOTE #:Quote 323184-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP2/D3/H2/C3/AC/QCE/PROPHYD	512-4289
PRODUCT LINK, CELLULAR PL641	573-8121
LANE 2 ORDER	0P-9002
TRACK,RUBBER,450MM(17.7IN)BLCK	372-5790
BATTERY,HD,DISCONNECT, 850 CCA	568-5602
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3745
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM, SELF LEVEL, ANSI	435-9238
PACK, DOMESTIC TRUCK	0P-0210
CAB PACKAGE, PRO PLUS	588-9132
DOOR, CAB, GLASS	539-8060
RIDE CONTROL	556-5899
FILM, RIDE CONTROL, ANSI	422-3445

POWERTRAIN

Cat C3.3B diesel engine
-Gross horsepower per SAE J1349
74.3 hp (55.4 kW) @ 2400 RPM
-Electric fuel priming pump
-Glow plugs starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Filter, cartridge type, hydraulic
Filters, canister type, fuel
and water separator
Radiator / hydraulic oil
cooler (side-by-side)
Spring applied, hydraulically released,
parking brakes
Hydrostatic transmission

UNDERCARRIAGE

Dual flange front idler, single flange
Rear idler
Suspension - independent torsion axle(4)
Two speed motor

HYDRAULICS

ISO or H pattern controls:
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control
Speed sensor guarding

ELECTRICAL

12 volt electrical system
80 ampere alternator
Ignition key start / stop / aux switch
Lights:
-Gauge backlighting
-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock dystem, when operator
leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button
keypad
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
12V electric socket
Horn
Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout
Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose
Heavy duty flat faced quick disconnects with integrated pressure release
Split D-ring to route work tool hoses
Along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007

CAT® SKID STEER AND COMPACT TRACK LOADERS

THE NEW **D3 Series SSL/CTL**









COMFORTABLE. PERFORMANCE. SMART.

CUSTOMER DRIVEN COMFORT, PERFORMANCE, AND TECHNOLOGY ENHANCEMENTS

15% ADDITIONAL SPACE FOR MORE OPERATOR COMFORT

- Redesigned, More Comfortable Cab
- Wider opening door for easier machine entry

PERFORMANCE

- Improved Performance-Tuned Suspension
- Customer Driven Enhancements to Fuel System & Drive Train

SMART

- Providing the Next Level Machine and Tool Compatibility
- Integrated SMART technology to automate complex attachments – INDUSTRY FIRSTS
  - Attachment recognition
  - Tailors controls
  - Grade Assist

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Commissioners Court - Regular Session **36.**

Meeting Date: 10/24/2023

Williamson County Landfill Site Operating Plan Permit Modification

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Landfill Site Operating Plan Permit Modification.

Background

Waste Management would like to submit a permit modification for Commissioners' Court review and Judge Gravel's signature. The modification involves two items:

1. The site operating plan is proposed to be modified to create an area for collecting and sorting of construction waste.
2. The soil liner quality control plan is proposed to be modified to include an aqueous calcium carbonite test during regular water sampling events.

Department of Infrastructure Engineering Staff has reviewed both items and they are consistent with accepted engineering principles.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Landfill Site Operating Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:49 AM
Form Started By: Vicky Edwards		Started On: 10/18/2023 11:42 AM
Final Approval Date: 10/19/2023		

Texas Commission on Environmental Quality
Waste Permits Division Correspondence Cover Sheet

Date: September 21, 2023
Facility Name: Williamson County Recycling and Disposal Facility
Permit or Registration No.: 1405B

Nature of Correspondence:
☒ Initial/New
☐ Response/Revision to TCEQ Tracking No.: _____ (from subject line of TCEQ letter regarding initial submission)

Affix this cover sheet to the front of your submission to the Waste Permits Division. Check appropriate box for type of correspondence. Contact WPD at (512) 239-2335 if you have questions regarding this form.

Table 1 - Municipal Solid Waste Correspondence

Applications	Reports and Notifications
☐ New Notice of Intent	☐ Alternative Daily Cover Report
☐ Notice of Intent Revision	☐ Closure Report
☐ New Permit (including Subchapter T)	☐ Compost Report
☐ New Registration (including Subchapter T)	☐ Groundwater Alternate Source Demonstration
☐ Major Amendment	☐ Groundwater Corrective Action
☐ Minor Amendment	☐ Groundwater Monitoring Report
☐ Limited Scope Major Amendment	☐ Groundwater Background Evaluation
☒ Notice Modification	☐ Landfill Gas Corrective Action
☐ Non-Notice Modification	☐ Landfill Gas Monitoring
☐ Transfer/Name Change Modification	☐ Liner Evaluation Report
☐ Temporary Authorization	☐ Soil Boring Plan
☐ Voluntary Revocation	☐ Special Waste Request
☐ Subchapter T Disturbance Non-Enclosed Structure	☐ Other:
☐ Other:	

Table 2 - Industrial & Hazardous Waste Correspondence

Applications	Reports and Responses
☐ New	☐ Annual/Biennial Site Activity Report
☐ Renewal	☐ CPT Plan/Result
☐ Post-Closure Order	☐ Closure Certification/Report
☐ Major Amendment	☐ Construction Certification/Report
☐ Minor Amendment	☐ CPT Plan/Result
☐ CCR Registration	☐ Extension Request
☐ CCR Registration Major Amendment	☐ Groundwater Monitoring Report
☐ CCR Registration Minor Amendment	☐ Interim Status Change
☐ Class 3 Modification	☐ Interim Status Closure Plan
☐ Class 2 Modification	☐ Soil Core Monitoring Report
☐ Class 1 ED Modification	☐ Treatability Study
☐ Class 1 Modification	☐ Trial Burn Plan/Result
☐ Endorsement	☐ Unsaturated Zone Monitoring Report
☐ Temporary Authorization	☐ Waste Minimization Report
☐ Voluntary Revocation	☐ Other:
☐ 335.6 Notification	
☐ Other:	

September 21, 2023

Ms. Megan Henson
MSW Permits Section Manager
Texas Commission on Environmental Quality
P.O. Box 13087- MC 124
Austin, Texas 78711-3087

Re: Municipal Solid Waste – Williamson County Landfill
Williamson County Recycling & Disposal Facility – MSW Permit No. 1405B
Permit Modification Request – Site Operating Plan and Soil and Liner Quality Control Plan
RN 100225754; CN 600897888
CEC Project No. 324-403

Dear Ms. Henson:

Civil & Environmental Consultants, Inc., (CEC), is pleased to submit this Permit Modification request on behalf of Waste Management of Texas, Inc. (WMTX), for the Williamson County Recycling & Disposal Facility in Hutto, Texas.

The specific changes requested in this modification are (i) to update the Site Operating Plan (SOP) to provide provisions for sorting and recovery of beneficial materials from the incoming Construction & Demolition (C&D) waste stream and (ii) to update the Soil and Liner Quality Control Plan (SLQCP) to include current industry standard ASTM test methods for leachate gravel and geocomposites.

This modification proposes to revise the following sections of the facility's permit application document:

Part IV-Site Operating Plan (SOP):
The SOP was revised to include the provisions for sorting and recovery of beneficial materials from the incoming Construction & Demolition (C&D) waste stream. This activity is currently authorized in the permit in Section 4.6 of the SOP, but no details were provided related to operational practices to be employed. An appendix (i.e., Appendix C) for C&D Sorting and Recycling Plan has been added to the SOP to provide additional operational details.

Part III, Attachment 10 - Soil and Liner Quality Control Plan (SLQCP):
Section 4.3 was revised to include the current industry standard ASTM test for calcium carbonate content (i.e., ASTM D 3042), and Page III-A10-52 was revised to include the

current industry standard tests for geocomposites, including the geonet component of the geocomposite in accordance with the Site Development Plan (SDP).

Except as discussed in this request, this modification will not impact any other aspects of the site permit documents. This modification is requested as a non-notice modification in accordance with 30 TAC §305.70(l). A signed certification for this request is also attached and the required modification fee has been paid and the receipt is included in this submittal.

Please find enclosed an original plus two (2) copies of this modification request including the redline/strikeout pages.

Thank you for your assistance with the review of this request and please contact us if you require any additional information.

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
Texas Registered Engineering Firm F-38

Zahirul Islam, Ph.D., P.E.
Principal

Adam Mehevec, P.E.
Vice President

cc: Honorable Judge Bill Gravell, Jr., Williamson County
Mr. James Smith, WMTX
Mr. Jayson Lang, WMTX

Attachments

Permit Modification Application Form
1 – Redline Version of Revised SOP and SLQCP pages
2 – Clean Version of SOP and SLQCP pages
3 – Fee Payment Receipt

Texas Commission on Environmental Quality

Application Form for Municipal Solid Waste Permit or Registration Modification or Temporary Authorization

Application Tracking Information

Facility Name: Williamson County Recycling & Disposal Facility

Permittee or Registrant Name: Williamson County

MSW Authorization Number: 1405B

Initial Submission Date: 9/21/2023

Revision Date: _____

Instructions for completing this form are provided in form TCEQ-20650-instr[1]. If you have questions, contact the Municipal Solid Waste Permits Section by email to mswper@tceq.texas.gov, or by phone at 512-239-2335.

Application Data

1. Submission Type

☒ Initial Submission ☐ Notice of Deficiency (NOD) Response

2. Authorization Type

☒ Permit ☐ Registration

3. Application Type

☐ Modification with Public Notice ☒ Modification without Public Notice

☐ Temporary Authorization (TA) ☐ Modification for Name Change or Transfer

4. Application Fee

Amount

The application fee for a modification or temporary authorization is $150.

Payment Method

☐ Check

☒ Online through ePay portal www3.tceq.texas.gov/epay/

If paid online, enter ePay Trace Number: 582EA000517099

[1] www.tceq.texas.gov/downloads/permitting/waste-permits/msw/forms/20650-instr.pdf

5. Application URL

For modifications that require notice (other than those for arid exempt landfills), provide the URL address of a publicly accessible internet web site where the application and all revisions to the application will be posted:

Not Applicable

6. Party Responsible for Mailing Notice

For modifications that require notice, indicate who will be responsible for mailing notice:

☐ Applicant ☐ Agent in Service ☐ Consultant

Contact Name: _____

Title: _____

Email Address: _____

7. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☒ No

If "Yes", reference the confidential documents in the application, but submit the confidential documents as an attachment in a separate binder marked "CONFIDENTIAL."

8. Facility General Information

Facility Name: Williamson County Recycling & Disposal Facility

Contact Name: Bill Gravell, Jr. Title: Williamson County Judge

MSW Authorization Number (if existing): 1405B

Regulated Entity Reference Number: **RN** 100225754

Physical or Street Address: 600 Landfill Road

City: Hutto County: Williamson State: TX Zip Code: 78634

Phone Number: 512-759-8881

Latitude (Degrees, Minutes Seconds): 29.40

Longitude (Degrees, Minutes Seconds): 95.72

9. Facility Types

☒ Type I ☐ Type IV ☐ Type V

☐ Type IAE ☐ Type IVAE ☐ Type VI

10. Description of the Revisions to the Facility

Provide a brief description of revisions to permit or registration conditions and supporting documents referred to by the permit or registration, and a reference to the specific provisions under which the modification or temporary authorization application is being made. Also, provide an explanation of why the modification or temporary authorization is needed:

The specific changes requested in this modification are (i) to update the Site Operating Plan (SOP) to provide provisions for sorting and recovery of beneficial materials from the incoming Construction & Demolition (C&D) waste stream and (ii) to update the Soil and Liner Quality Control Plan (SLQCP) to include current industry standard ASTM test methods for leachate gravel and geocomposites.

11. Facility Contact Information

Site Operator (Permittee or Registrant)

Name: Williamson County

Customer Reference Number: **CN** 600127856

Contact Name: Bill Gravell, Jr. Title: Williamson County Judge

Mailing Address: 710 S. Main Street, Suite 101

City: Georgetown County: Williamson State: TX Zip Code: 78626

Phone Number: 512-943-1550

Email Address: ctyjudge@wilco.org

Texas Secretary of State (SOS) Filing Number: _____

Operator (if different from *Site Operator*)

Name: _____

Customer Reference Number: **CN** _____

Contact Name: _____ Title: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

Texas Secretary of State (SOS) Filing Number: _____

Consultant (if applicable)

Firm Name: Civil & Environmental Consultants, Inc.

Consultant Name: Zahirul Islam, Ph.D., P.E.

Texas Board of Professional Engineers Firm Registration Number: F-38

Contact Name: Zahirul Islam, Ph.D., P.E. Title: Principal

Mailing Address: 1221 S. MoPac Expressway, Suite 350

City: Austin County: Travis State: TX Zip Code: 78746

Phone Number: 512-439-0400

Email Address: zislam@cecinc.com

Agent in Service (required for out-of-state applicants)

Name: _____

Mailing Address: _____

City: _____ County: _____ State: TX Zip Code: _____

Phone Number: _____

Email Address: _____

12. Ownership Status of the Facility

Is this a modification that changes the legal description, the property owner, or the Site Operator (Permittee or Registrant)?

☐ Yes ☒ No

If the answer is "No", skip this section.

Does the Site Operator (Permittee or Registrant) own all the facility units and all the facility property?

☒ Yes ☐ No

If "No", provide the following information for other owners.

Owner Name: _____

Mailing Address: _____

City: _____ County: _____ State: TX Zip Code: _____

Phone Number: _____

Email Address: _____

Signature Page

Site Operator or Authorized Signatory

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: Bill Gravell, Jr. Title: Williamson County Judge

Email Address: ctyjudge@wilco.org

Signature: _____ Date: _____

Operator or Principal Executive Officer Designation of Authorized Signatory

To be completed by the operator if the application is signed by an authorized representative for the operator.

I hereby designate _____ as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Operator or Principal Executive Officer Name: _____

Email Address: _____

Signature: _____ Date: _____

Notary

SUBSCRIBED AND SWORN to before me by the said _____

On this _____ day of _____, _____

My commission expires on the _____ day of _____, _____

_____

Notary Public in and for

_____ County, Texas

Note: Application Must Bear Signature and Seal of Notary Public

Attachments for Permit or Registration Modification with Public Notice

Refer to instruction document **200650-instr** for professional engineer seal requirements.

Attachments Table 1. Required attachments.

Required Attachments	Attachment Number
Land Ownership Map	
Landowners List	
Marked (Redline/Strikeout) Pages	
Unmarked Revised Pages	

Attachments Table 2. Additional attachments as applicable.

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
☐ TCEQ Core Data Form(s)	
☐ Signatory Authority Delegation	
☐ Fee Payment Receipt	
☐ Confidential Documents	

Attachments for Permit or Registration Modification without Public Notice, or Temporary Authorization

Refer to instruction document **200650-instr** for professional engineer seal requirements.

Attachments Table 3. Required attachments for modifications.

Required Attachments for Modification	Attachment Number
Marked (Redline/Strikeout) Pages	1
Unmarked Revised Pages	2

Attachments Table 4. Additional attachments for modifications and temporary authorizations, as applicable.

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
☐ TCEQ Core Data Form(s)	
☐ Signatory Authority Delegation	
■ Fee Payment Receipt	3
☐ Confidential Documents	

Attachments for Permit or Registration Name Change or Transfer Modification

Refer to instruction document **200650-instr** for professional engineer seal requirements.

Attachments Table 5. Required attachments.

Required Attachments	Attachment Number
TCEQ Core Data Form(s)	
Property Legal Description	
Property Metes and Bounds Description	
Metes and Bounds Drawings	
On-Site Easements Drawing	
Land Ownership Map	
Land Ownership List	
Property Owner Affidavit	
Verification of Legal Status	
Evidence of Competency	

Attachments Table 6. Additional attachments as applicable.

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
☐ Signatory Authority Delegation	
☐ Fee Payment Receipt	
☐ Confidential Documents	
☐ Final Plat Record of Property	
☐ Assumed Name Certificate	

ATTACHMENT 1 – REDLINE PAGES

(SOP AND SLQCP REDLINE PAGES)

SOP REDLINE PAGES

FOR PERMIT PURPOSES ONLY

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SITE OPERATING PLAN

PART IV

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
9900 Giles Road
Austin, Texas 78754

Prepared by:

SCS ENGINEERS
Texas Board of Professional Engineers Registration No. F-3407
12651 Briar Forest Dr., Suite 205
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MAY 2005
TECHNICALLY COMPLETE: FEBRUARY 2006
REVISION 1: AUGUST 2009
REVISION 2: OCTOBER 2009
REVISION 3: DECEMBER 2009
REVISION 4: JUNE 2011
REVISION 5: MARCH 2012
REVISION 6: DECEMBER 2015
REVISION 7: OCTOBER 2016
REVISION 8: AUGUST 2018
REVISION 9: SEPTEMBER 2023 (BY CEC, INC.)

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9-15-23

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12-15-2022

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APPENDICES

A Alternate Daily Cover Operating Plan
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1.0 INTRODUCTION

Theis Site Operating Plan (SOP) has been prepared on behalf of Waste Management of Texas, Inc. (WMTX) and consists of procedures to be followed by the landfill personnel for day-to-day operations at the Williamson County Recycling & Disposal Facility (RDF), which is permitted as a Type I Municipal Solid Waste (MSW) facility that may also receive rubbish (i.e., construction and demolition debris, and other non-putrescible wastes and special wastes). This SOP is submitted to the Texas Commission on Environmental Quality (TCEQ) solely to address the requirements of 30 TAC §330.65 and §330.121 through 179 and does not include any additional authorizations with the exception of those additional items required by the MSW rules adopted March 2006 or as required by MSW Permit 1405B dated May 6, 2009. Pursuant to §330.121, the SOP, along with the site permit, the complete site development plan, and records specified in §330.125 shall be maintained in the Site Operating Record. The Williamson County RDF shall be operated in accordance with the requirements of this SOP and other applicable local, state, or federal regulations. The SOP shall be retained for the life of the ~~site~~facility to include the active life of the site and throughout the post-closure maintenance period.

All terms used in this SOP are as defined in 30 TAC §330.3, unless otherwise stated.

1.1 PRE-OPERATION NOTICE §330.123

The permitee shall provide written notice in the form of a Soils and Liner Evaluation Report (SLER) and/or Geomembrane Liner Evaluation Report (GLER) detailing the final construction and lining of a new disposal area or sector. The reports shall be submitted to the TCEQ for review 14 days prior to the placement of any waste. If verbal or written response from the TCEQ is not provided by the end of the 14th day following TCEQ receipt of the report(s), the operator may begin placing waste.

1.2 RECORDKEEPING REQUIREMENTS §330.125

A copy of the facility permit, the site development plan, the site operating plan, the final closure plan, the post-closure care plan, the landfill gas management plan, and any other required plan or other related document shall be maintained at the municipal solid waste facility.

The owner or operator shall within seven working days of completion or receipt of ~~analytical~~ new data, as appropriate, place the following information in the site operating record:

- Any and all Location Restriction Demonstrations;
- Inspection records, training procedures, and notification procedures relating to excluding the receipt of prohibited waste;
- All results from gas monitoring and any remediation plans relating to explosive and other gases;
- Any and all unit design documentation for the ~~placement~~ re-circulation of leachate or gas condensate into ~~a municipal solid waste~~ the landfill;
- Any and all demonstrations, certifications, findings, monitoring, testing, and analytical data relating to groundwater monitoring and corrective action;
- Closure and post-closure care plans, and any monitoring, testing, or analytical data relating to post-closure requirements;
- Any and all cost estimates and financial assurance documentation relating to financial assurance for closure and post-closure;
- Any and all information demonstrating compliance with the small community arid exemption criteria as detailed in 30TAC§330.5(b);
- Copies of all correspondence and responses relating to the operation of the facility, modifications to the permit, approvals, and other matters pertaining to technical assistance;
- Any and all documents, manifests, shipping documents, trip tickets, etc. involving special waste;
- For any spray-applied alternative daily cover (ADC) material, records of the application rate and total amount ADC applied to the working face on those days in which ADC is applied; and
- Any other document(s) as specified by the approved permit or by the executive director.

Recordkeeping requirements and recommendations are further summarized on the table below:

Recordkeeping Requirements and Recommendations

RECORDS NEEDED	FREQUENCY	RULE CITATION
Location Restriction Demonstrations	Submittal of Permit Application	330.125(b)(1)
Prohibited Waste Inspection Records, Training and Receipt Notification Procedures	Per Occurrence	330.125(b)(2)
Gas Monitoring Results	Quarterly	330.125(b)(3); 330.159
Remediation Plans for Explosive and Other Gases	Per Occurrence	330.125(b)(3)
Unit Design Documentation for Leachate or Gas Condensate Placement	As Required	330.125(b)(4)
Groundwater Monitoring and Corrective Action Demonstration, Certification, Monitoring, Testing & Analytical Data	Per Occurrence	330.125(b)(5)
Closure and Post-Closure Care Plans	Submittal of Permit Application	330.125(b)(6)

Post-Closure Monitoring, Testing and Analytical Data	Per Occurrence	330.125(b)(6)
Cost Estimates and Financial Assurance Documentation for Closure and Post-Closure	Annually	330.125(b)(7)
Facility Operation, Permit Modification, Approvals, and Technical Assistance Correspondence & Responses	Per Occurrence	330.125(b)(9)
Special Waste Manifests, Trip Tickets and All Other Documents Relating to Special Waste	Per Occurrence	330.125(b)(10)
Records of the Application Rate and Total Amount of of ADC Applied to the Working Face for any Spray-Applied Alternative Daily Cover	Per Occurrence	330.125(b)(11)
Other Documents Specified in the Permit or by the Executive Director	As Needed	330.125(b)(12)
Personnel Training Records per 335.586(d)-(e)	As Needed	330.125(e)
Personnel Operator License	As Needed	330.125(f)
Annual Waste Acceptance Rate Documentation	Annually	330.125(h)
Quarterly Solid Waste Summary Report	Quarterly	330.675
Annual Solid Waste Summary Report	Annually	330.675
Unauthorized Material Removal	Per Occurrence	330.133(b)
Landfill Marker Inspections	Weekly	330.143
Landfill Gas Management Reports and Submittals	Per Occurrence	330.159
Cover Inspection Record	Daily	330.165(h)
RACM Acceptance Records	Per Occurrence	330.171(b)(3)(B)
Site Access Road Records	Weekly	Section 4.16
Access Control Inspections and Maintenance	Weekly	Section 4.5
Notices for Access Control Breaches and Repairs	Per Occurrence	Section 4.5
Fire Occurrence Notices	Per Occurrence	Section 4.4
Ponded Water Records	Weekly	Section 4.23
Site Inspection and Maintenance Records	Per Occurrence	Section 4.5
Daily Log of Litter and Debris Pickup along Public Road	Daily	Section 4.12
Additional Temporary Operating Hours	As Needed	330.135(c)

The facility will maintain training records in accordance with 30 TAC 335.586(d) and (e), as follows:

1. The job title for each position at the facility related to waste management, and the name of the employee filling each job;
2. A written job description for each position listed under Paragraph (1). This description must include the requisite skill, education, or other qualifications, and duties of employees assigned to each position;
3. A written description of the type and amount of both introductory and continuing training that will be given to each person filling a position listed under paragraph (1); and
4. Records that document that the required training or job experience has been given to, and completed

by, facility personnel.

Training records on current personnel will be kept until closure of the facility and training records on former employees must be kept for at least three years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the same company.

A designated manager with supervisory responsibility over the facility shall maintain a Class A operator licenses in accordance with 30 TAC 30, Subchapter F (30 TAC §30.201 to .212).

Annual Waste Acceptance Rate: The facility shall maintain records to document the annual waste acceptance rate for the facility. Documentation will include maintaining the quarterly solid waste summary reports and the annual solid waste summary reports required by 30 TAC 330.675 in the operating record. In accordance with §330.125(h), whenever the waste acceptance rate as established by the sum of the previous four quarterly summary reports exceeds the current operating rate upon which equipment and personnel staffing has been based, and the waste increase is not due to a temporary occurrence, the Landfill Manager shall make changes in personnel and equipment as specified in Table A - Williamson County RDF Waste Volume Equipment Schedule to ensure that the site personnel and equipment necessary to safely manage the waste are available. If the volume of waste increase is beyond the scope described in this permit application, an application to modify the permit, including the revised estimated waste acceptance rate within 90 days of the exceedance as established by the sum of the previous four quarterly summary reports will be submitted to the ED. The permit modification application will propose any needed changes in the site operating plan necessary to manage the increased waste volume in terms of equipment, and manpower to protect public health and the environment that are beyond the scope addressed in the current approved permit application. The increased waste acceptance rate may justify requiring permit conditions that are different from or absent in the existing permit.

Records Management System

It shall be the responsibility of the landfill manager to maintain the facility operating record. All required records will be retained in either a hard copy or electronic format in the facility operating record.

All information contained in the operating record shall be available for inspection upon request. The permitee shall retain the different plans required for the facility and all information contained within the Operating Record, for the life of the facility, including the post-closure care period.

Documents will be added to the operating record within seven working days of completion of the item or receipt of analytical data. In accordance with §330.125(g), the executive director may set an alternate recordkeeping and notification schedule.

All operating record files that are older than five (5) years, may be stored at an alternate off-site location. The alternate off-site location will be recorded in the site operating record. Records approved for storage off-site will be made available for review within 72 hours of a request.

2.0 PERSONNEL §330.127(1)

The landfill personnel shall include, at a minimum, a landfill manager, two equipment operators, a gate attendant, and at least one laborer for other assigned tasks. The organizational chart at the end of this section provides the positions and chain-of-command of personnel necessary to operate the facility.

Landfill Manager

The landfill manager, or designated alternate (hereinafter referred to singularly as the landfill manager), shall be responsible for all activities at the landfill and shall be the designated contact person for regulatory compliance matters. The landfill manager shall provide onsite management of the landfill operations. The landfill manager shall have the authority and responsibility to reject unauthorized loads, require unauthorized materials to be removed by the transporter and/or assess appropriate surcharges, and have the unauthorized material removed.

The landfill manager will be responsible for ensuring compliance of day-to-day operations with Texas Commission on Environmental Quality (TCEQ) operating requirements and with the Site Operating Plan. In addition, the landfill manager will oversee all construction activities. The landfill manager will ensure adequate staffing to provide facility operation in accordance with the Site Development Plan (SDP), the SOP, and the TCEQ regulations, and will supervise equipment operators, gate attendants and laborers, and assign duties as necessary. The landfill manager will be responsible for fire protection training of landfill employees according to Section 4.4 of this plan. The landfill manager will be responsible for inspection and/or maintenance of all equipment and operating systems required under the permit (i.e., leachate collection system, methane gas collection system, etc.). The landfill manager will serve as the emergency contact and coordinator for the facility, and will be responsible for maintaining the Site Operating Record and required logs. The landfill manager must be experienced with and have the aptitude to implement operational aspects of solid waste disposal operations including knowledge of relevant regulations and

permit requirements, waste-handling and safe management practices for disposal of municipal solid waste, health and safety, and waste identification. At a minimum, the landfill manager, will be an experienced manager and will maintain a Class A license as defined in 30 TAC §30.210.

Equipment Operator

Equipment operators shall be trained in the safe operation of landfill vehicles and heavy equipment. Duties to be performed may include spreading and compacting waste and cover soil as needed for the placement and containment of waste, maintaining access roads, establishing and maintaining stormwater drainage, excavation of soils, and construction activities in accordance with the SDP. The equipment operators shall also be responsible for daily inspection of equipment for operational and safety conditions. The equipment operators shall visually observe waste loads as they are placed to help ensure that prohibited wastes are not deposited within the unit. If prohibited wastes are observed, the equipment operators shall immediately notify the landfill manager. The equipment operators shall also assist other landfill personnel in fire protection operations, moving of litter fences, and other duties as directed by the landfill manager.

The minimum qualifications for an equipment operator include a demonstrated proficiency in the operation of heavy equipment and the ability to comprehend and implement the training included in Section 4.1, Personnel Training.

Gate Attendant

The gate attendant(s) shall be responsible for monitoring, documenting and measuring incoming waste and collection of appropriate fees. Duties may include selection of random loads for waste inspections in accordance with Section 4.2 of this plan, and directing waste loads to the appropriate disposal area(s). The gate attendant will be trained in safety procedures and the identification of prohibited wastes. If prohibited wastes are observed, the attendant shall not allow the waste into the landfill and shall immediately notify the landfill manager.

The minimum qualification for a scalehouse attendant includes a demonstrated ability to communicate with the customers and the ability to comprehend and use the scalehouse equipment (i.e., scales, computers, etc.) and the training included in Section 4.1, Personnel Training.

Laborer

Landfill laborers shall have responsibilities as directed by the landfill manager. These duties may include on and off site litter control, fire protection operations, dust control, inspection and maintenance of

perimeter fences and gate(s) and litter fences and other duties as necessary. Appropriate training will be provided commensurate to the duties and responsibilities of the laborer(s).

The minimum qualifications for a laborer include a demonstrated ability to comprehend the training included in Section 4.1, Personnel Training.

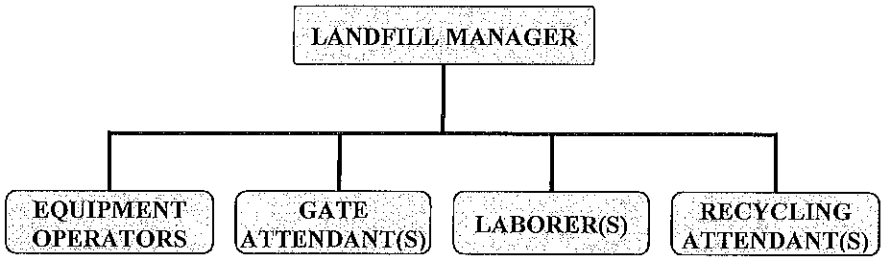
Recycling Facility Attendant

The recycling facility attendant is necessary only if the recycling facility is being operated. The recycling facility is an optional facility.

Recycling facility attendants shall have the responsibility of monitoring the incoming recyclable materials, directing the citizens to the correct drop-off locations of the recyclable materials, maintaining the recycling center, and other responsibilities as directed by the landfill manager. These duties may include on-site litter control, fire protection operations, dust control, inspection and maintenance of perimeter fences and gate(s) and other duties as necessary. Appropriate training will be provided commensurate to the duties and responsibilities of the recycling facility attendant(s).

The minimum qualifications for a recycling facility attendant include a demonstrated ability to communicate with the customers and the ability to comprehend and use the recycling facility equipment (i.e., bailer, forklift, etc.) and demonstrated ability to comprehend the training included in Section 4.1, Personnel Training.

WILLIAMSON COUNTY RECYCLING AND DISPOSAL FACILITY ORGANIZATIONAL CHART



3.0 EQUIPMENT §330.127(2)

Heavy equipment available for day to day operations of the disposal areas shall consist of at least one landfill compactor, one dozer (Caterpillar D-8 minimum or equivalent), earth moving equipment (621E Caterpillar Scraper minimum or equivalent or excavator and dump truck(s)), one motor grader (CAT FG 85 or equivalent) and a water truck. When major repairs to heavy equipment are needed, the landfill operator or contractors will make additional equipment of similar size and function available.

The landfill compactor shall be a wheeled compactor with a minimum weight of 40,000 pounds with appropriate cleats for sufficient compaction of wastes. The dozer shall be capable of spreading MSW waste and soils for cover, and performing construction maintenance of on-site roads. The water truck shall be used for spreading water for dust control and fire prevention/protection. The earth moving equipment (i.e., loader and dump truck and/or scraper) shall be capable of moving sufficient volumes of soil as necessary. For additional information regarding the number, size, and capacities of the equipment, see Table A, Williamson County RDF Waste Volume Equipment Schedule. In addition to the required equipment listed in the table below, miscellaneous pickups, and/or other light utility vehicles as well as various portable water pumps, instruments, and safety and training equipment will be on-site as necessary. The pickup truck shall be used to haul landfill personnel within the site to conduct site duties and collect wind blown and spilled litter (both on and off site). The portable pump shall be used for pumping stormwater from excavations and from ponded areas.

The optional recycling center may have a bailer, fork lift and/or front end loader at the facility's option.

TABLE A
Williamson County RDF
Waste Volume Equipment Schedule

	Waste Acceptance Rate (Tons Per Day)					
	0 - 1940 (yrs 1 - 8)	1941 - 2981 (yrs 9 - 21)	2982 - 5821 (yrs 22 – 40)	5822 - 6753 (years 41 - 45)	Minimum Size	Function
Compactor	1	2	3	4	CAT 836 or equivalent	Waste and soil spreading and compaction
Dozer	1	2	3	4	CAT D8 or equivalent	Waste spreading, soil spreading and compaction
Scraper	1	2	2	2	10 to 20 cy capacity, various makes	Transportation of cover soil, excavation of new cells (may be replaced by excavator and dump trucks)
Excavator	1	1	1	1	Various makes	Excavation of new cells (in tandem with dump truck(s), instead of scraper)

Dump Truck	1	2 or more	2 or more	2 or more	10 to 15 cy capacity, various makes	Transportation of cover soil (in tandem with ~~dump truck~~excavator~~(s)~~, instead of scraper)
Maintainer	1	1	1	1	Various makes	Grading of access roads
Water Truck	1	1	1	1	2,000 gallon, various makes	Dust control, fire fighting support
Temporary Litter Fencing	1	1	2	2	200 feet four feet high	Active face litter control
Rotary Broom	1	1	1	1		Sweep roads

Notes:
1. The years shown under the waste acceptance rates are based on the following assumptions:
   a. Volumes are calculated by the combined efforts of a D8 dozer and an 836 Compactor handling 215.6 tons per hour.
   b. The tons per day are based on a 9 hour work day.
2. Daily waste acceptance rates used to estimate equipment and manpower needs are based on historic annual waste acceptance rate determined by the sum of the previous 4 consecutive quarters divided by the number of days the site was open during the previous 4 consecutive quarters.

See also section 4.4.2 Fire Protection Plan, Operating Standards for additional equipment requirements.

4.0 GENERAL INSTRUCTIONS §330.127(3)

The operational procedures outlined in this SOP will be followed and will be considered a part of the operating record of this MSWLF facility. This facility is designed for Type I MSW disposal and consists of separate phases. Each phase will be constructed as the operations advance.

Operations will be conducted in a professional manner by qualified and trained personnel. Operational objectives will consist of placing the maximum amount of waste in a specified area, and operating the site in compliance with the TCEQ regulations, the site permit, and the SOP.

The following Facility Operations, Inspection, and Maintenance listing includes general instructions that the operating personnel will follow concerning the operational requirements of the facility.

DESCRIPTION OF ACTIVITY	TASK	FREQUENCY	INSPECTOR	INSPECTION DOCUMENTATION
Entrance Gate and Perimeter Fences	Conduct gate and perimeter fence inspection for any breach that has occurred. If breach occurs, follow procedures specified in Section 4.5.	Weekly	Landfill Manager or Designee	Note status on Access Inspection Log, maintain in SOR
Cover Application Record	Record date of cover, how it was accomplished, and the last area covered, according to 330.165.	Daily	Landfill Manager or Designee	Document all cover application, sign form and maintain as part of SOR
Perimeter Drainage Channel and Pond Maintenance	Inspect channels for litter and debris, clear flowline. Inspect detention ponds for damage.	Daily	Landfill Manager or Designee	Document, maintain as part of SOR
Random Load Inspection	Conduct inspection of selected vehicle to ensure that no unauthorized wastes are in the load.	Daily as specified in Section 4.2.3	Landfill Manager or Designee	Place completed Random Load Inspection Report in SOR
Unauthorized Material Removal	Document removal of unauthorized materials from the landfill.	Per Occurrence	Landfill Manager or Designee	Complete Unauthorized Material Removal form and place in SOR
Leachate Collection System	Measure depth of leachate in sumps, storage tanks, and record volume of leachate removed from site.	Quarterly, monthly, or more frequently as necessary to maintain levels compliant with permit conditions and as described in the Site Development Plan, Section 3.2, Leachate Collection System.	Landfill Manager or Designee	Complete documentation and place in SOR
Paint Filter Test	Conduct paint filter test on each basin of stabilized materials	Per Occurrence	Landfill Manager or Designee	Maintain paint filter test log as part of SOR
Final Cover Inspection	Inspect final cover for erosion, damage to drainage structures.	Weekly and after a rainfall event resulting in runoff	Landfill Manager or Designee	Complete documentation and place in SOR
On-site Litter Collection	Inspect site for litter. Collect litter on a daily basis and return to the working face for proper disposal.	Daily	Landfill Manager or Designee	Complete documentation and place in SOR
Mud and Debris Cleaned from Public Roads	Inspect public roads for evidence of mud and debris tracked from the site	Daily during periods of inclement weather	Landfill Manager or Designee	Complete documentation and place in SOR
Fire Extinguishers/Fire Fighting Equipment	Inspect all fire extinguishers and/or fire fighting equipment, promptly repair or replace defective equipment.	Annually	Landfill Manager or Designee	Properly mark tags on fire extinguishers, document results of equipment inspections, place in SOR
Markers and Benchmarks	Inspect markers and benchmark for damage. Replace removed or destroyed markers within 15 days of removal or destruction.	Monthly	Landfill Manager or Designee	Complete documentation and place in SOR
Roadway Regrading	Inspect on site access roadways to	Monthly	Landfill Manager	Complete documentation

	ensure a clean and safe condition		or Designee	and place in SOR
Site Signs	Inspect all site signs for damage, general location, and accuracy of posted information	Weekly	Landfill Manager or Designee	Complete documentation and place in SOR
Odor	Inspect the perimeter of the site to assess the performance of site operations to control odor	Daily	Landfill Manager or Designee	Document and maintain as part of SOR
Ponded Water	Inspect site for potential ponding of water and ponded water. Fill and grade low areas as soon as practical.	Weekly	Landfill Manager or Designee	Complete documentation and place in SOR

4.1 PERSONNEL TRAINING §330.127(4)

It will be the responsibility of the permitee to ensure that the landfill manager at the site is knowledgeable in the proper operation of a municipal solid waste landfill and the current operational standards required by the TCEQ. The landfill manager will be an experienced manager and will maintain the required license as defined in 30 TAC §30.210. It will be the responsibility of the landfill manager to ensure that all landfill personnel are properly trained and are operating the landfill in accordance with this SOP and operational standards required by the permit and the TCEQ municipal solid waste regulations.

Training for personnel will be ongoing and will be directed by a person trained in waste management procedures. Facility personnel will be instructed in the required waste management procedures, including contingency plan implementation, relevant to the positions in which they are employed. At a minimum, the training program will ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including, where applicable:

- Procedures for notifying appropriate personnel in the event of an emergency
- Training in use of facility emergency response and monitoring equipment;
- Communications or alarm systems;
- Training in response to fires or explosions, hot loads, hazardous weather conditions, etc.; and
- Shutdown of operations.
- New employees will receive a comprehensive overview of landfill operations and specific training commensurate with their position, focusing on information that is necessary to protect the health and welfare of the new employee and enable them to perform their duties in accordance with this SOP, the operational standards required by the permit and the TCEQ municipal solid waste regulations.

Following the initial training, the additional employee training will continue in the form of periodic on-the-job training. Training meetings will be scheduled and conducted for employees approximately monthly. Topics for training may vary depending on job requirements.

The landfill manager, equipment operators, gate attendants, laborers, and recycling facility attendants are trained in the contents of this SOP and other topics as described in the following table:

Position	Job Description	Training															
			Site Orientation	Site Operations	Endangered Species	Haz. Waste Id.	Safety (job specific)	Fire Prevention	Load Inspection	Prohibited Wastes	SPCC	Emergency Response	Litter Control	Random Inspection	SWPPP	Leachate System Maintenance	Asbestos
Landfill Manager	Responsible for all activities Ensure adequate staffing Inspections		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Gate Attendant	Take receipts Screen and some load inspection Direct vehicles to unloading area		X		X		X	X	X	X		X		X			X
Equipment Operator	Compact waste Visual inspection of loads Unauthorized waste Apply daily cover		X		X	X	X	X	X	X	X	X		X		As Assigned	X
Laborer	As assigned		X		X		X	X				X	X				
Recycling Facility Attendant	Recycling center operations Screen and load inspection		X		X	X	X	X	X	X		X	X				X

More detailed written descriptions of the type and amount of introductory and continued training provided to each employee will be maintained in the facility operating record.

Facility personnel must take part in an annual review of their initial training in accordance with §335.586(c).

Documentation of training will be placed in the site operating record.

4.2 CONTROL OF PROHIBITED WASTE §330.127(5)

WMTX will continue to implement a comprehensive program for waste screening that minimizes the potential for inadvertent acceptance of prohibited wastes. The program consists of four primary elements as follows:

1. Special/Industrial Waste Screening Program: prescreening customers bringing special waste and industrial waste to the facility. A detailed description of the special waste screening process is provided in the following Section.
2. Random Load Inspections: The facility will implement a minimum of 4 random load inspections per week.
3. Prohibited Waste Training Program: Training will be provided to Gatehouse personnel and Equipment Operators annually on prohibited waste recognition. This training plan is described in more detail in the following sections.
4. Gatehouse Waste Screening Program: During hours of operation, the gatehouse will be staffed with at least one gate attendant. The attendant will screen incoming residential customers to help ensure that no prohibited wastes are being brought to the landfill. In addition, the facility will provide a sign in a conspicuous location that will list waste that are prohibited for acceptance at the landfill. Detailed description of the Gatehouse Waste Screening Procedures is described in detail in the following sections.

These proactive policies minimize the potential that hazardous or otherwise unacceptable waste will be received by the site for disposal. Implementation of the program provides protection from the potential dangers that prohibited waste could pose to employees, the public, or the environment through improper management, and serves as a hazardous waste and PCB waste screening mechanism that minimizes the potential of these waste streams entering the landfill. These programs specifically require pre-acceptance screening procedures be followed to determine if a particular waste is non-hazardous and to determine the acceptability of the waste pursuant to facility permit conditions, applicable regulations, and operating capabilities. These programs are implemented in a number of ways, including review of waste streams prior to acceptance, monitoring under the supervision of qualified site personnel of waste arriving at the gate, and observance of the waste being disposed of at the working face by equipment operators.

The following sections discuss in detail the methods and procedures that will be used to control prohibited wastes at the site.

4.2.1 Detection and Prevention of the Disposal of Regulated Hazardous Waste

Regulated hazardous waste, as defined in 40 CFR Part 261, polychlorinated biphenyls (PCB) wastes as defined in 40 CFR Part 761, and wastes listed under 30 TAC §330.15(e), and other wastes specifically excluded for acceptance (e.g., Class 1 nonhazardous industrial waste) will not be accepted at the facility, with the exception of regulated hazardous waste from ~~Conditionally Exempt~~Very Small Quantity Generators (V~~C~~ESQG). Procedures to detect and prevent these types of wastes from entering the site include:

- Informing facility customers of prohibited wastes by posting one or more signs at the facility entrance listing prohibited wastes;
- Providing customers (regular and on-time or occasional) with a written list of prohibited wastes;
- Providing vehicle drivers of incoming waste from transfer stations and transfer station operators with a written list of prohibited waste;
- Screening of waste streams prior to acceptance;
- Random inspections of incoming loads in accordance with procedures described in Section 4.2.3;
- Rejecting loads that are suspected of containing prohibited waste;
- Trained staff observing each load that is disposed of at the facility;
- Maintaining records of all inspections;
- Training for appropriate facility personnel responsible for inspecting or observing loads to recognize prohibited waste, including regulated hazardous waste or PCB waste;
- Notification of the Executive Director of any incident involving the receipt or disposal of a regulated hazardous waste or a PCB waste at the landfill; and
- Remediation of any prohibited waste, regulated hazardous waste or PCB waste discovered at the site in accordance with Section 4.2.4.

4.2.2 Prohibited Wastes

The acceptance and disposal of the following prohibited wastes will not be allowed at this site:

- Regulated Hazardous Waste other than from ~~Conditionally Exempt~~Very Small Quantity Generators (V~~C~~ESQG). Municipal hazardous waste form a V~~C~~ESQG may be accepted; provided the generator provides a certification that it generates no more than 220 pounds of hazardous waste per calendar month.
- Polychlorinated Biphenyls (PCBs) as discussed in Section 4.2.1.

- Class 1 Industrial Waste with the exception of wastes which are Class I only because of asbestos content.
- Do-it-Yourself (DIY) used motor vehicle oil - per §330.15(e)(2), shall not be intentionally or knowingly accepted for disposal.
- Lead acid batteries - per §330.15(e)(1), shall not be intentionally or knowingly accepted for disposal.
- Whole used or scrap tires- per §330.15(e)(4), shall not be accepted for disposal.
- Items containing chlorinated fluorocarbons (CFC's), such as refrigerators, freezers, and air conditioners, will only be accepted at the site if the generator or transporter provides written certification that the CFC has been evacuated from the unit and that it was not knowingly allowed to escape into the atmosphere. The site operator will verify that the refrigerant has been evacuated from the appliance or shipment of appliances previously. Such verification must include a signed statement from the person from whom the appliance or shipment of appliances is obtained that all refrigerant that had not leaked previously has been recovered form the appliance or shipment of appliances in accordance with 40 CFR §82.156(g) or (h) as applicable. This statement must include the name and address of the person who recovered the refrigerant and the date the refrigerant was recovered or a contract that refrigerant will be removed prior to delivery. The facility will notify persons who may deliver such items of the requirement to verify evacuation of refrigerant by signage or letter.
- Liquid waste (any waste material that is determined to contain "free liquids" as deemed by EPA Method 9095 (Paint Filter Test), as described in "Test Methods for Evaluating Solid Wastes, Physical Chemical Methods" (EPA Publication Number SW-846) shall not be disposed of unless it is:
    - Bulk or noncontainerized liquid waste that is:
        - Household waste other than septic waste; or
        - Leachate or gas condensate derived from the Williamson County ~~Landfill~~ Recycling & Disposal Facility managed and disposed of in accordance with the Leachate and Contaminated Water Management Plan presented as Attachment 15 of Part III of the Site Development Plan.
    - Contained liquid waste and
        - The container is a small container similar in size to that normally found in the household waste;
        - The container is designated to hold liquids for use other than storage;
    - Or the waste is a household waste.

- Used oil filters from internal combustion engines - per §330.171(d).
- And the following special wastes without prior approval from TCEQ and accompanied with the relevant analytical test results, material safety data sheets (~~M~~SDS) documents, or process knowledge documents:
    1. Septic tank pumpings which have been stabilized and have passed the paint filter test;
    2. Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 CFR, Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR Part 261.33(e) or (f);
    3. Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
    4. Incinerator ash;
    5. Light ballasts and/or small capacitors containing PCB compounds with a PCB content of less than 50 parts per million;
    6. Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility permitted under 30 TAC 330;
    7. Waste generated outside the boundaries of Texas that contains (a) any industrial waste, (b) any waste associated with oil, gas, and geothermal exploration, production, or development activities, or (c) any item listed as a special waste in this section; and
    8. Any waste stream other than household or commercial garbage, refuse, or rubbish.

Landfill personnel will check for indications of prohibited waste as detailed below.

One of the most important means to control the disposal of prohibited waste at the landfill is by the control of access into the facility by unauthorized vehicles. This issue is addressed in Section 4.5 of this operating plan (Access Control). Facility personnel will be trained to inspect vehicles and identify regulated hazardous waste, polychlorinated biphenyl (PCB) waste and any prohibited waste described above. At a minimum, the gate attendant and equipment operators at the working face will be trained in screening and inspection procedures for prohibited waste. The personnel will receive on-the-job training basis by the landfill manager. Records of employee training on prohibited waste control procedures will be maintained in the facility site operating record.

Additionally, the facility will inform customers of prohibited waste restrictions by posting one or more signs at the facility entrance listing prohibited wastes.

If landfill personnel suspect prohibited waste is present in an incoming load, then that load will be directed to an area out of the flow of traffic, and the trained personnel will further assess the load. If the load is determined to contain prohibited waste, or if there is any suspicion that it may contain a prohibited waste, the load will be rejected and directed back to the generator. Documentation of the inspection will be placed in the site operating record within seven working days. The documentation will include the date, time, name of the inspector(s), type of inspection/screening (i.e., suspected prohibited waste), transporter/generator information, and waste information. This documentation may be provided in a waste discrepancy report. A typical form is included in this SOP.

Municipal hazardous waste from a ~~conditionally exempt~~very small quantity generator may be accepted, provided the amount of waste does not exceed 220 pounds per month per generator.

Landfill gate attendants will be trained to help recognize incoming loads that are potential sources of prohibited waste such as microelectronics manufacturers, electronics companies, metal plating industry, automotive and vehicle repair service companies, and dry cleaning establishments.

4.2.3 Random Inspections (30 TAC §330.127(5)(A) & (D))

~~Waste Management~~WMTX's special waste acceptance procedures provides for the pre-screening of all commercial customers bringing industrial or special waste to the landfill. This has been and will continue to be an essential element to preventing the acceptance or disposal of prohibited wastes. An additional element in preventing the acceptance or disposal of prohibited waste is random inspections. The gate attendant or other designated landfill personnel will randomly select a minimum of four vehicles per week (including compactor vehicles) for inspection, notify the equipment operator, and direct the selected load to the area of the working face. Once the selected load arrives at the working face, the equipment operator will direct the vehicle to a separate but adjacent location on the working face and out of the flow of normal disposal traffic. The driver will be instructed to discharge the load onto the ground. At this point, a trained individual will visually inspect the contents of the load and document the presence of any prohibited waste observed. The Load Inspection Report Form will be used to document results of the random load inspection. If prohibited waste is observed, it will be returned to the transporter and the transporter will be instructed as to which facilities are permitted to accept the prohibited waste. The executive director will be

notified of any incident involving the receipt or disposal of regulated hazardous waste or PCB waste at the landfill.

Loads that are excluded from random inspections are:

- Waste from transfer stations, providing that the transfer station is permitted or registered by the TCEQ and conducts random screening;
- Liquid waste; and
- Asbestos waste.

Following waste inspections, documentation of the inspection will be placed in the site's operating record within 7 days. The documentation will include information such as the date and time of inspection, name and signature of inspector(s), type of inspection/screening (i.e., random screening, suspected unauthorized waste, etc.), transporter/generator information (including hauling company name and license plate number), source of waste, contents of load as reported by driver, contents of load as observed by inspector, and approval or disapproval of the load. This type of documentation may be provided on a waste inspection/screening form such as the ones included at the end of this SOP. This inspection report will be placed in the site operating record within 7 days of the inspection.

The number of random load inspections is justified given that the random load inspection program is one of several safeguards in place at the facility to identify, screen, and prevent the disposal of prohibited wastes. As discussed, providing customers with information about prohibited wastes, reviewing proposed waste streams prior to acceptance, inspecting suspicious loads, and observing the unloading and disposal at the working face are used along with the random load inspections. Also, waste received from transfer stations is already subject to visual inspections and random screening prior to arrival at the facility.

4.2.4 Prohibited Waste Remediation Plan (30 TAC §330.127(5)(E))

Remediation procedures may range from rejecting the load at the gate, loading prohibited waste back onto generator's vehicle to loading waste in an onsite container, tarping, testing, and removal of the waste to an off-site approved facility. Upon determination that a waste is a prohibited waste and will not be accepted, the landfill operator will make arrangements for returning such waste to the generator and/or coordinating transportation to a facility approved for the specific waste in question. Drums will be marked appropriately with words for the type of prohibited waste it contains, such as "Hazardous Waste" or "PCBs".

Remediation procedures for the incident will be documented and included in the facility operating record within 7 days.

4.3 OTHER SITE ACTIVITIES

Other site activities may arise that are not discussed in this plan. The landfill manager has responsibility for on the job training of those activities and ensuring that they are conducted as required by the site permit, TCEQ regulations, or any other local, State or federal regulation. Some of these activities are briefly discussed below.

4.3.1 Liquids Restrictions

The landfill shall not accept bulk or non-containerized liquid waste unless it is household waste other than septic waste. The restriction of bulk or non-containerized liquids, with the exception of household waste other than septic waste, is intended to control a source of leachate. Liquid waste refers to any waste that is determined to contain free liquids by using U.S. Environmental Protection Agency (EPA) Test Method 9095B-paint filter liquids test.

The facility may recirculate leachate or gas condensate waste into active cells with composite liners, as detailed in Part III, Attachment 15, Leachate and Contaminated Water Management Plan. Containers holding liquid waste shall not be placed in the landfill unless they are small containers of household waste. The facility shall not accept bulk liquids, such as tank trucks of liquid waste, for disposal.

The facility may accept liquid sludges, grease trap waste, and liquid waste from other municipal sources for processing in accordance with Section 4.24, Disposal of Special Waste.

4.3.2 Pond and Ditch Maintenance

Periodically, as directed by the landfill manager, site drainage ditches and storm water ponds may require maintenance and/or cleaning to ensure that they function as intended. The required maintenance may be conducted by site personnel or by a contractor. The maintenance may consist of cleaning up litter and/or small brush/limbs to excavating and removing silt deposits. The amount of maintenance will be determined by the landfill manager, as required to maintain the functionality of the drainage feature(s).

4.3.3 Leachate System Maintenance

It will be the responsibility of the landfill manager to ensure that the leachate collection system remains in good working order. As leachate systems are installed for new cell constructions, landfill personnel will be trained on the operation and maintenance procedures associated with the equipment. The leachate system at each cell location will be monitored to ensure continuous operations for regulatory compliance. Any system found to not be operating properly (i.e. pump not working, level controls malfunctioning, loss of power, etc.) will be brought to the immediate attention of the landfill manager. The landfill manager, will ensure that appropriate measures are taken to repair the system as soon as possible.

4.3.4 TPDES Monitoring

The landfill manager~~,~~ will ensure that monitoring is conducted in accordance with the regulations for the Texas Pollutant Discharge Elimination System (TPDES) Multi Sector General Operating Permits for this site.

4.3.5 Final Cover Maintenance

Final cover in waste areas will be placed as described in Part III, Attachment 12, Closure Plan. Once final cover has been placed, it will be the responsibility of the landfill manager to ensure that vegetation is established and maintained, and that erosion is minimized. If erosion of the final cover does occur that jeopardizes the integrity of the final cover, additional soil capable of sustaining vegetation, will be placed and graded according to the final contours as detailed in Part III, Attachment 7, Final Contour Map. After erosion is repaired, seeding will be provided over repaired areas to provide revegetation.

4.3.6 Recycling Facility

A recycling facility may be operated near the entrance to the facility as noted on Figure III-1.1, Site Layout Plan.

This recycling facility is owned ~~and operated~~ by Williamson County, a local government, and operated by WMTX. In accordance with 30 TAC §328(a) and 30 TAC §328(a)(1), this recycling facility is exempt from registration and permit requirements of 30 TAC §330 and 30 TAC §332.

This recycling facility will allow for citizens drop off of ~~various~~ approved recyclable materials. This facility may provide for recycling of the following materials:

- Newspaper, magazines, junk mail and other paper;
- Cardboard;
- Metals;
- Plastics;
- Aluminum;
- Used oil;
- Used oil filters;
- Used antifreeze;
- Lead acid batteries;
- CFC appliances;
- Latex Paint;
- Electronics, computers, monitors, and printers; and
- Wood and Mulch

Recycling operations will be conducted pursuant to 30 TAC §328 and 30 TAC §324. Citizens enter the recycling center through ~~either~~ the existing ~~or proposed~~ entrance and are directed either by recycling facility personnel or signage to the location of the various recyclable materials for off-loading. The recyclable materials are stored in such a manner as to not cause ponding water, odors, or other environmental or human health hazards. Recyclable materials are stored on-site for transport to off-site recyclable material processing facilities or on-site disposal.

Access to the recycling facility is controlled with a 6 foot tall chain link fence around the entire perimeter of the recycling facility with a lockable gate.

Fire protection for the recycling center is in accordance with Section 4.4, Fire Protection Plan. The recycling center will have at least 3 conspicuously marked fire extinguishers. One fire extinguisher will be in the recycling building and the second will be located near the outside cardboard bale storage containers and the third near the newspapers/used oil storage area. The recycling facility shall be designated as "no-smoking".

The recycling center provides a citizen's collection station for the various recyclable materials and not as a collection station for commercial recyclers.

The recycling center will accept latex paint for recycling or disposal. Latex paint may be accepted for recycling or disposal from citizens only, not from commercial recyclers or waste haulers. The latex paint will be received in labelled, ~~commercial~~ consumer containers only that describe the material as latex paint. This latex paint may be made available for pick-up to other citizens (i.e.: recycling the latex paint). Recycling center personnel will inspect all latex paint to ensure that the paint is in appropriate containers and labelled as latex paint. Paint that is not in appropriate containers or is not labelled as latex paint will not be accepted. Latex paint that is dropped off at the recycling center that is not recycled may be mixed with wood chips in a container and allowed to dry. The recycling facility will provide a container with mulch chips. Latex paint will be poured into the wood chips. Once dried, the latex paint and wood chip mixture will then be disposed of in the landfill with the municipal solid waste.

4.4 FIRE PROTECTION PLAN §330.129

This plan has been prepared in accordance with §330.129 to include fire protection standards and site personnel training requirements.

The operational activities at the landfill include the storage, processing and disposal of combustible materials. These materials are located in areas of uncovered solid waste disposal; brush/wood collection areas; recycling facility; and stored used tires areas. In addition, areas around the landfill include areas for stored used oil; fuel supplies; trees, brush/wood, or unmaintained grasses; vehicles; and buildings.

4.4.1 Fire Protection Standards

The following steps are taken regularly by designated landfill personnel to minimize the potential for fires:

- No burning of solid waste shall be permitted at this site;
- Burning waste is prevented from being dumped in the active area of the landfill. The gate attendant and equipment operators are trained to observe for hot loads entering the landfill by observing for signs of burning waste such as smoke, steam, or heat being released from incoming waste loads.
- Fuel spills are contained and cleaned up immediately.
- Dead trees, brush, or vegetation adjacent to the landfill are removed immediately, and grass and weeds mowed so that forest, grass, or brush fires cannot spread to the landfill.
- Smoking is not allowed on the active areas of the landfill or at the recycling facility.

- A source of earthen material adequately sized to cover the working face is maintained in such a manner that it is available at all times to the working face or active disposal area for fire protection.
- If a fire does occur it shall be promptly extinguished using the procedures described in this SOP; and
- The potential for fires shall be minimized by use of cover soils, and caution when using equipment capable of "sparking" or creating fire.

4.4.2 Operating Practices

Operating practices related to fire protection shall include methods to minimize the potential for accidental fires. Employees shall be instructed in the control of small fires.

To reduce the possibility of fire and improve the operation of the site and pursuant to §330.165, a minimum of six inches of "daily" cover soil, or approved equivalent, shall be placed and compacted over exposed waste at the end of each working day or at least once every 24 hours in accordance with Section 4.22 of the SOP.

The landfill manager will coordinate with the City of Hutto and the City of Taylor Fire Departments to provide a tour of the facility and will provide a Site Layout Plan which locates the areas with combustible materials (i.e., the active working face, the brush/wood storage area, recycling facility, and the diesel and oil storage areas).

The following procedures are followed in the event of a fire at the facility:

- Small fires – If detected soon enough, may be fought with a hand-held fire extinguisher. The fire area may be watered down or smothered with 6 inches of soil as appropriate, to ensure the fire is out.
- Equipment Fires – If a fire occurs on a vehicle or piece of equipment, the equipment operator should bring the vehicle or equipment to a safe stop. If safety of personnel will allow, the vehicle will be parked away from fuel supplies, uncovered solid wastes, and other vehicles. The engine should be shut off and the brake engaged to prevent movement of the vehicle or piece of equipment.
- Hot Loads – Burning waste will not be unloaded in the active area of the landfill. After the gate attendant, equipment operator, recycling facility attendant or other site personnel have identified signs of a possible load of burning waste, or a hot load, the truck will be directed to a portion of the disposal area away from the working face, fuel areas, and other combustion sources where the load

can be unloaded without danger of spreading fire. The water truck will water down the waste. The bulldozer will then spread the waste for additional water or cover of soil. The bulldozer may smother the fire with soil if the water does not sufficiently extinguish the fire. The waste will be inspected for signs of fire or hot spots. When the fire has been extinguished and the waste has cooled, the waste will be transferred to the landfill for disposal.

- If a fire is in the working face, the burning area should be isolated and pushed away from the working face quickly, or fire breaks should be cut around the fire before it can spread. If this is not possible or unsafe, efforts to cover the working face with earthen material must be initiated immediately to smother the fire. All vehicles and equipment will be immediately moved away from the fire and a working face established there or halted all together until the fire is extinguished.
- Most combustible materials at the recycling center are stored in metal fire resistant containers. The only combustible material not stored in a fire resistant container is mulch. If a small fire breaks out in one of the metal containers, the recycling facility attendant will attempt to extinguish the fire with the on-site fire extinguishers. The recycling facility attendant will notify the landfill office of the fire as soon as possible after the fire has been extinguished or immediately in the case of fires that are too large to be extinguished with fire extinguishers. The landfill water truck will water down recyclable material fires that are too large to be extinguished by hand.
- Landfill and recycling center personnel, including equipment operators, will watch for fire, smoke, steam, or signs of heat at the brush/wood collection and mulching area. If signs of fire are detected at the brush/wood collection and mulching area, all vehicles and equipment will be immediately moved away from the fire. The unloading of materials will be halted until the fire is extinguished.

Equipment such as the bulldozer, earthmoving equipment, and water truck will mobilize to the area of the fire or the location of the soil stockpile. All available landfill personnel shall be available to assist with fire protection measures unless otherwise directed by the landfill manager.

Fire fighting methods for burning solid waste include smothering with soil, separating burning material from other waste, spraying with water from an on-site water truck, or pumping water from an on-site pond. Small fires might be controlled with hand-held fire extinguishers. If the fire is at an active disposal area, if possible, the burning waste should be isolated or pushed away immediately before the fire can spread, or fire breaks should be cut around the fire before it can spread. If moving the waste is not possible, or if it is unsafe, efforts should be made to cover the working face with earth immediately to smother fire. The faster that soil can be placed over the fire, the more effective this method will be in controlling and extinguishing

the fire. The working face diversion and containment berms and stockpiled earthen material may be used for firefighting purposes

A source of earthen material shall be maintained on the site in a manner that is available at all times to extinguish any fire, and equipment shall be available on highest priority basis for use in placing earthen material to extinguish fire should one occur. The source of earthen material shall be sized of sufficient volume of earthen material to cover a potential fire area equivalent to the size of the working face.

The following table demonstrates the related area and volume used to determine the required earthen material:

Size of Working Face		Area of Working Face			Total Size of Source of Earthen Material
		Sq Ft	Cu Ft	Cu Yd	
L	W	L x W	Sq Ft x 0.5	Cu Ft / 27	Cu Yd x 1.15
150	100	15,000	7,500	278	320
200	100	20,000	10,000	370	426
250	125	31,250	15,625	578	667
300	150	45,000	22,500	833	958
350	175	61,250	30,625	1,134	1,304
400	200	80,000	40,000	1,481	1,704

To calculate the maximum size of the earthen material for varying sizes of the working face, multiply the working face length (L) times the width (W) to get square feet (Sq Ft). Multiply the sq ft times 0.5 (6" of earthen material, or ½ foot) to get cubic feet (cu ft). Divide cu ft by 27 to convert to cubic yards (cu yd). Multiply the cu yd by 1.15 (using a 0.15 factor for compacting loose cubic yards to bank cubic yards) to get the total number of cubic yards of earthen material required to cover a given working face.

Sufficient on-site equipment must be provided to place a six inch layer of earthen material over any waste not already covered with daily cover within one (1) hour of detection of a fire.

The diversion and containment berms for the working face are set at a maximum spacing of 600 feet from each other. Pushing soil from the berms to the open face would result in a maximum push of approximately 300 feet. A single bulldozer (Cat D8 or similar) can spread up to 340 cubic yards in one hour with a

maximum distance of 300 feet. For every additional 340 cubic yards of cover soil, the site shall have at least one (1) additional bulldozer (Cat D8 or similar) available on-site for fire control.

If the working face diversion and/or containment berms are used to control a fire, disposal operation will not recommence until the berms are rebuilt or new berms and a new working face are established elsewhere on the landfill.

When a fire is discovered the landfill manager will be notified, soil from the earthen material source will be loaded and carried to the area with the earth moving equipment and spread to a minimum thickness of 6-inches using a bulldozer or other appropriate equipment. All available landfill personnel shall assist with fire management measures, unless otherwise directed by the landfill manager.

4.4.3 Notifications

Following any fire that is not extinguished within 10 minutes of detection, the permitee will contact the TCEQ Region 11 office in Austin. This notification to Region 11 will include:

1. Contact by telephone at 512-339-2929, as soon as possible, but no later than 4 hours following the fire discovery, and
2. Provide a written description of the fire and the resulting fire response within 14 days of fire detection to:

TCEQ Region 11
12100 Park 35 Circle, Building A, Rm 179
Austin TX 78753~~1921 Cedar Bend Drive, Suite 150~~
~~Austin, TX 78758-5336~~

Reports on all fires, including causes, durations, responses, and notifications will be completed and placed in the Site Operating Record.

4.4.4 Other Emergency Contact Information

If additional fire protection/fighting measures are warranted by the landfill manager, emergency assistance may be requested from the Williamson County Emergency Services through the Sheriff's office by dialing 911. In an emergency situation, dialing 911 will direct the call to the Williamson County Sheriff's

Department. The Sheriff's Department will assess the nature of the emergency and dispatch the appropriate emergency crews. Law enforcement assistance may respond from the County Sheriff's Department, the City of Hutto Police Department, or the City of Taylor Police Department, depending on availability. Fire, ambulance and hazardous materials emergencies may be handled by either the City of Hutto or the City of Taylor, again depending on availability.

4.4.5 Fire Protection Training

To minimize hazards regarding fire, employees shall be instructed in the control of small fires. Training of employees will be the responsibility of the landfill manager and will be provided to each new employee as part of the employee training program. A review of fire control measures for all landfill and recycling facility personnel will be conducted on an annual basis. All fire extinguishers and/or fire fighting equipment on-site will be inspected annually, and any equipment found to be defective will be promptly repaired or replaced. At a minimum, each landfill and recycling facility employee shall be trained for the following:

- Emergency notification requirements.
- Preventative measures to minimize or prevent the possibility of fire;
- Use of fire extinguishers or other equipment properly; and
- Procedures to extinguish fire with soil from the source (equipment operators only).

4.5 ACCESS CONTROL §330.131

Access to the Williamson County RDF will be controlled by means of artificial barriers, natural barriers, or a combination of both as follows:

Access control to the facility is by a combination of fencing around the perimeter of the facility and a gated entrance. The entrance gate will be designed to provide complete access restriction when the site is not open, yet allow plenty of room for vehicles to maneuver through when the facility is open. The entrance gate will be inspected periodically for damage or problems. The fence and gate will be repaired, maintained, or replaced on an as needed basis to ensure proper site security.

All landfill users shall be required to stop at the scalehouse and conduct appropriate business transactions prior to proceeding to the disposal area(s). Unauthorized vehicles shall not be allowed to proceed past the gatehouse. At this point, the vehicles are screened for waste type, in accordance with Section 4.2 of this

SOP. If a load is identified as containing any unauthorized hazardous, special, or industrial waste, the load shall be rejected.

To prevent the entry of livestock, and to discourage unauthorized entry to the landfill, the site perimeter will be protected with a combination of fencing including six-foot chain-link and/or a 3.5 foot (minimum) three-strand barbed wire fence along all boundaries. The fence shall be inspected on a weekly basis, with repairs made as necessary. A log of access control inspections will be maintained for the purpose of demonstrating compliance with access inspection requirements. The fence, gate, and signs shall be repaired, maintained, or replaced on an as needed basis to ensure proper site security.

If the fence or gate access control system is breached, that is if there is a hole or gap in the fence or the gate is not restricting access, the TCEQ's regional office will be notified within 24 hours of detection of the breach, including when the breach will be permanently repaired. The breach will be temporarily repaired within 24 hours of detection and will be permanently repaired by the time specified to the commission's regional office when it is reported. The TCEQ's regional office will be notified when an access control breach's permanent repair is complete. If a permanent repair can be made within eight hours of detection, no notice to the commission's regional office is required. A copy of these notices will be place in the Site Operating Record.

4.6 UNLOADING OF WASTE §330.133

The unloading areas at the facility may include the following:

1. Municipal solid waste will be unloaded at the active working face (one or more);
2. Brush and other wood material will be unloaded at the brush/wood storage area;
3. Liquid waste will be unloaded at the liquid stabilization processing area;
4. Asbestos waste disposal areas for receipt of RACM may be required;
5. Construction and demolition waste may be unloaded at a working face or the designated sorting area~~on the landfill~~; and
6. Tire Area.

There may be two active working faces, a single brush/wood unloading area, a single construction and demolition waste unloading area on the landfill, a tire area, an asbestos waste disposal area for receipt of RACM, a recycling facility, and a single liquid waste unloading area for a maximum total of ten unloading areas.

The unloading of solid waste at the active working face shall be confined to as small an area as practical. Every effort will be made by landfill personnel to maintain the size of the active working face to a maximum length of 400 feet and width of 200 feet. The size of the working face will be directly impacted by the amount of wastes being received and may vary accordingly. There may be one or two active municipal solid waste working faces open at any given time. Examples of when more than one municipal solid waste working face may be open at one time is when wastes are being deposited in a new cell that must receive only select wastes to cover the bottom of the new cell, during a transition from a wet weather area to another municipal solid waste working face, during disposal of Regulated Asbestos Containing Materials (RACM) or when there is a "hot load" delivered to the municipal solid waste working face area and another municipal solid waste working face is established until the fire is controlled. However, in general there will only be one active municipal solid waste working face in order to reduce odors and windblown waste and to control vector populations.

The unloading of waste in unauthorized areas shall be prohibited. Any waste deposited in an unauthorized area shall be promptly removed and disposed of properly. A trained employee shall be present at the gatehouse at all times during operating hours to monitor incoming loads of waste, and shall direct traffic to the appropriate unloading area. Trained personnel will also be on duty during regular operating hours at the working face to direct and observe unloading of solid waste. The working face staff as well as the gate attendants, will contact the landfill manager regarding the receipt of prohibited wastes. The landfill manager has the authority and responsibility to reject unauthorized loads, have unauthorized material removed by the transporter, and/or assess appropriate surcharges, and have the unauthorized material removed by on-site personnel or otherwise properly managed by the facility. The employees will be trained in the recognition of both industrial and hazardous waste and their transportation and disposal requirements. A record of unauthorized material removal will be maintained in the operating record. The facility is not required to accept any solid waste that may cause problems in maintaining full and continuous compliance with the permit.

Certain wastes are prohibited from disposal at this facility. Prohibited wastes include hazardous waste (except municipal hazardous waste from ~~conditionally exempt~~very small quantity generators), PCB waste, and unauthorized special waste. The known disposal of prohibited wastes at the landfill shall not be allowed. Necessary steps shall be taken by the landfill operator to ensure compliance with this provision as discussed in Sections 4.2 and 4.24 of this plan. Any prohibited waste shall be returned promptly to the transporter or generator of the waste. The driver shall be advised and will be responsible for the proper

disposal of this rejected waste. In the event the unauthorized waste is not discovered until after the vehicle that delivered it is gone, the waste will be segregated and controlled as necessary. An effort will first be made to identify the entity that deposited the prohibited waste and have them return to the site and properly dispose of the waste. In the event that identification is not possible, the landfill manager will notify the TCEQ and seek guidance on how to dispose of the waste as soon as practical.

Only those persons operating vehicles that comply with the following requirements will be authorized by the landfill manager to dispose of waste at this site:

1. Vehicles and equipment used for the collection and transportation of waste in good working order to prevent loss of waste material and to minimize health and safety hazards to landfill personnel and the public;
2. Collection vehicles and equipment maintained in a sanitary condition to preclude odors and fly breeding; and
3. Collection vehicles not equipped with an enclosed transport body will be required to have tarpaulins to preclude accidental spillage.

Signs with directional arrows and/or portable traffic barricades will help to direct traffic to designated disposal locations. Signs will be placed along the access route to the current disposal area or other designated disposal areas that may be established. In addition, rules for waste disposal and prohibited waste will be prominently displayed on signs at the site entrance.

The unloading of construction and demolition waste at the construction and demolition working face shall be confined to as small an area as practical. Every effort will be made by landfill personnel to maintain the size of the construction and demolition working face to a maximum length of 200 feet and width of 200 feet. The size of the construction and demolition working face will be directly impacted by the amount of construction and demolition wastes being received and may vary accordingly. There will only be one active construction and demolition waste working face on the landfill. This construction and demolition working face will be located within the landfill waste limits and may be moved within those landfill waste limits at the discretion of the facility management.

The construction and demolition waste deposited at the construction and demolition waste face will be separated by waste stream for recycling. Separation will be conducted by individual load (if waste material homogenous), with site equipment, or by hand. Some of the waste streams will be taken directly to roll-off

containers and shipped off-site to appropriate facilities to be further processed and recycled or reused, and others, such as wood mulch and concrete may be used on site for soil stabilization, soil enhancement, or for road construction. The construction and demolition waste working face will remain free of putrescibles and household wastes.

Brush and wood may be stored onsite for on-site recycling for mulching and/or composting. Brush and wood recycled for composting will be handled in accordance with a facility Compost Plan. The brush/wood storage area will remain free of putrescibles and household wastes.

The brush and wood materials will be clean wood materials as defined by 30 TAC 332.2(10) as: "Wood or wood materials, including stumps, roots, or vegetation with intact rootball, sawdust, pallets and manufacturing rejects. Clean wood material does not include wood that has been treated, coated or painted by materials such as, but not limited to, paints, varnishes, wood preservatives, or other chemical products. Clean wood material also does not include demolition material, where the material is contaminated by materials such as but not limited to paint or other chemicals, glass, electrical wiring, metal and sheetrock." Additionally, mulch is defined by 30 TAC 332.2(33) as: "Ground, coarse, woody yard trimmings and clean wood material. Mulch is normally used around plants and trees to retain moisture and suppress weed growth, and is intended for use on top of soil or other growing media rather than being incorporated into the soil or growing media. Mulch does not include wood that has been systemically killed using herbicides."

Whole tires or tire pieces may be stored or processed onsite in an unused portion of the property in accordance with §328.54(c). Storage shall be above ground in controlled storage piles or in enclosed and lockable containers, pursuant to §328.61. The site will not store tires or tire pieces in excess of 500 used or scrap tires (or weight equivalent tire pieces or combination thereof) on the ground or 2,000 used or scrap tires (or weight equivalent tire pieces or and combination thereof) in enclosed and lockable containers. The tire storage area will remain free of putrescibles and household wastes. The tire storage and processing activity (tire area) may be conducted within the landfill permit boundaries but not within the landfill buffer zones. This tire area may be moved within the landfill permit boundaries, excluding the landfill buffer zones, at the discretion of the facility management. The tire storage and processing activity shall not be conducted in a manner that will adversely affect operations of the municipal solid waste disposal site, or other wise endanger human health or the environment.

4.7 HOURS OF OPERATION §330.135

The Facility's waste acceptance hours are Monday through Friday, 5:00 a.m. to 8:00 p.m. and Saturday, 6:00 a.m. to 4:00 p.m. The Facility's hours for operation of heavy equipment and transport of materials to and from the Facility are Monday through Saturday, 3:00 a.m. to 10:00 p.m. The facility may operate within these hours at the discretion of site management. Actual facility operating hours in effect at any give time will be posted at the facility entrance.

Landfill operations outside permitted landfill operating hours will receive TCEQ approval and will be documented in the site operating record as Temporary Operating Hours.

Section 4.26 describes screening provisions regarding night operation.

4.8 SITE SIGN §330.137

A conspicuous sign measuring a minimum four feet by four feet shall be maintained at each public site entrance. The sign shall state, in letters at least three inches high, the name of the site, type of site, hours and days of operation and the TCEQ permit number. The sign will have an emergency 24-hour contact phone number or numbers that reach a key landfill staff person with the authority to obligate the facility at all times that the facility is closed, and the local emergency fire department phone number. The facility sign will be readable from the facility entrance. A sign prohibiting receipt of hazardous waste, closed drums, and smoking will be posted near the facility entrance or gatehouse. A sign stating that all loads will be properly covered or otherwise secured will be prominently displayed at the facility entrance.

Within the landfill site, additional signs will be placed along the landfill haul road and access road directing customers to where disposal areas are and which roads are to be used.

4.9 CONTROL OF WINDBLOWN SOLID WASTE AND LITTER §330.139

The working face shall be maintained and operated in a manner to control windblown solid waste. The working face shall be covered daily to avoid prolonged exposure of waste. In order to prevent disease vectors, control windblown debris and odors, reduce the possibility of fire, prevent scavenging, and improve the operation of the site, a minimum of six inches of "daily" cover soil, or approved equivalent, shall be placed and compacted over all exposed waste at the end of each working day or at least once every 24

hours. Weather conditions may result in material occasionally being blown away from the working face during placement operations.

Litter fences of adequate height and width will be located and utilized in the immediate vicinity of the working face to help aid in the control of windblown material as needed. The landfill manager shall be responsible for determining the need, type and placement of litter fences. Litter fences shall either be portable, free-standing fences which can be readily moved, as necessary, with equipment, or they may be temporary fences which consist of poles driven into the waste/soil cover with fencing between them. Typically, the litter fences shall be placed downwind and extend the full width of the working face and shall extend above the working face. Windblown waste and litter at the working face will be collected and properly managed to control unhealthy, unsafe, or unsightly conditions. The collected waste will be returned to the active disposal area(s). Litter scattered throughout the site, along fences and access roads and at the gate shall be picked up once a day by landfill personnel, and returned to the active working face of the disposal area(s).

4.10 EASEMENTS AND BUFFER ZONES §330.141

No solid waste unloading, storage, disposal or processing operations shall occur within any easement or buffer zone that crosses the site. There are no rights-of-way within the permit boundary. No solid waste disposal shall occur within 25 feet of the centerline of any utility line or pipeline easement, unless otherwise authorized by TCEQ. All pipeline and utility easements shall be clearly marked with green colored posts that extend at least six feet above ground level, spaced at intervals no greater than 300 feet.

A 50-ft TXU Lone Star Gas Co. gas pipeline easement exists along the northern property boundary and two 15-ft Jonah Water Supply Company (WSC) waterline easements are located along the western property boundary. Refer to Figure I/II-6 for the location of these easements.

Buffer zones at the perimeter of the site will consist of at least a 50-foot buffer from the site boundary to the edge of waste placement. No solid waste unloading, storage, disposal, or processing operations shall occur within any buffer zone. The buffer zone shall not be narrower than that necessary to provide safe passage for firefighting and other emergency vehicles.

4.11 LANDFILL MARKERS AND BENCHMARKS §330.143

All required landfill markers and benchmarks shall be maintained so that they are visible during operating hours. Markers that are removed or destroyed shall be replaced within 15 days of their removal or destruction. All markers shall be repainted as necessary to retain visibility. It shall be the responsibility of the landfill manager to ensure that landfill markers and benchmarks are inspected for damage on a monthly basis. Records of all inspections will be maintained at the facility.

Landfill markers will consist of durable posts, steel or wooden, extending at least 6 feet above ground level to clearly identify significant landfill features such as site boundaries, buffer zone, easements and rights-of-way, landfill grid system, SLER and/or GLER areas, and 100 year flood limits, if applicable. In the event a marker falls in a roadway, waterway or other area incapable of sustaining an above ground marker, an alternate marker may be placed with its offset from its true location noted on the marker. The TCEQ may approve modifications to the marker requirements to accommodate any on-site conditions. All markers will be color coded as indicated in the chart below.

Marker	Color
Site Boundary	Black
Buffer Zone	Yellow
Easements	Green
Grid System	White
SLER/GLER	Red
Floodplain	Blue

4.11.1 Easement and R.O.W. Markers §330.143(b)(4)

Easement and right-of-way markers (Green) will be placed along either the centerline or the limits of an easement and along the boundary of a right-of-way at intervals of 300 feet and at each corner within the site and at the intersection of the site boundary. If a utility line has been constructed down the centerline, the marker may be off-set on the easement or R.O.W. This off-set will be noted on the site grid system drawing and the marker.

A 50-ft TXU Lone Star Gas Co. gas pipeline easement exists along the northern property boundary and two 15-ft Jonah Water Supply Company (WSC) waterline easements are located along the western property boundary. Refer to Figure I/II-6 for the location of these easements.

4.11.2 Site Grid System Markers §330.143(b)(5)

A site grid system (White) will be installed at the facility. The grid system will encompass at least the area expected to be filled within the next 3 year period. The grid system will be based on the State Plane Coordinate System. Markers will be spaced no greater than 100 feet apart measured along perpendicular lines. Where markers cannot be seen from opposite boundaries, additional markers will be installed, where feasible. The location of the site grid system is shown on Part III, Attachment 1, Figure III-1.1.

4.11.3 SLER or GLER Area Markers §330.143(b)(6)

SLER or GLER area markers (Red) will be placed so that all areas for which a SLER or GLER has been submitted and approved by the department are readily determinable. Such markers are to provide site workers immediate knowledge of the extent of approved disposal areas. These markers will be located so that they are not destroyed during operations until operations extend into the next SLER or GLER. The location of these markers will be tied into the site grid system and will be reported on each SLER or GLER submitted. SLER and GLER markers will not be placed inside the evaluated areas.

4.11.4 100 Year Flood Limit Protection Markers §330.143(b)(7)

Flood protection markers (Blue) shall be installed for any area within a solid waste disposal facility that is subject to flooding prior to the construction of flood protection levee. The area subject to flooding shall be clearly marked by means of permanent posts spaced not more than 300 feet apart or closer if necessary to retain visual continuity.

4.11.5 Site Boundary Markers §330.143(b)(2)

Site boundary markers (Black) shall be placed at each corner of the site and along each boundary line at intervals no greater than 300 feet. Fencing may be used in place of these markers as appropriate.

4.11.6 Buffer Zone Markers §330.143(b)(3)

Markers (Yellow) identifying the buffer zone shall be placed along each buffer zone boundary at all corners and between corners at intervals of 300 feet. Placement of the landfill grid markers may be made along a buffer zone boundary.

4.11.7 Permanent Benchmark §330.143(b)(8)

A permanent benchmark has been established at the site. The benchmark monument is established at the site in an area that is readily accessible and will not be used for disposal. The monument elevation was surveyed from a known United States Coast and Geodetic Survey benchmark. The location and elevation of the reference benchmark monument location is provided on Part III, Attachment 1, Site Layout Plan. The monument is a bronze marker set in concrete with the benchmark elevation and survey date stamped on it.

4.12 MATERIALS ALONG ROUTE TO SITE §330.145

The landfill operator shall take the necessary steps to help ensure that vehicles hauling waste to the site are enclosed or utilize a tarpaulin, net, or other means to properly secure the load in order to prevent the escape of any part of the load by blowing or spilling. The landfill operator shall include, as necessary, the posting of signs at the landfill entrance requiring the loads to be enclosed or covered, and the possibility of reporting offenders to the City of Hutto Police or the Williamson County Sheriff's office, adding litter control surcharges, or other necessary information which may minimize public non-compliance. On a daily basis and during daylight hours when the facility is in operation, FM 1660 and all other public roads used to access the landfill; including County Roads (CR) 100, CR 101, CR 131, and CR 132 shall be inspected and picked for litter daily for a distance of two miles in either direction from any entrances used for the delivery of waste to the site. The following table provides specific access roads and the distances to be cleaned.

PUBLIC ACCESS ROAD	DISTANCE OF RESPONSIBILITY
FM 1660 NORTH	0.6 miles north of intersection with CR 131
FM 1660 SOUTH	0.1 miles east of Jonah Water Tower
CR 131	0.7 miles west of intersection with FM 1660
CR 101	1.3 miles east of intersection with FM 1660
CR 100	0.7 miles east of intersection with FM 1660
CR 132	0.7 miles east of intersection with FM 1660

The landfill manager will be responsible for consulting with officials of the Texas Department of Transportation (TxDOT), county, and/or local governments with maintenance authority over the roads concerning clean-up of state highways and right-of-ways.

As necessary, litter found along the routes to the site will be picked up by landfill personnel or other persons acting in coordination with the landfill operator. The landfill pickup and personnel will be utilized to gather the litter, secure it on the vehicle and transport it back to the landfill for proper disposal. Litter control outside the site will not be conducted during hours of darkness. It shall be the responsibility of the landfill manager to ensure that litter control outside the site is conducted in a safe and timely manner. The landfill manager shall make proper arrangements to gather items that are too large to be picked up by conventional means. The landfill manager or designated alternate shall record cleanup efforts on a daily log which will be maintained in the site operating record.

4.13 DISPOSAL OF LARGE ITEMS §330.147

Large, heavy, or bulky items such as air conditioning units, tree trunks, white goods (refrigerators, freezers, washers/driers, and water heaters), metal tanks and metal pieces which cannot be incorporated in the regular spreading, compaction and covering operations will be recycled or crushed by compacting equipment to prevent bridging and localized subsidence. White goods may be recycled, and tree parts (i.e., limbs, trunks and stumps) and brush and wood may be chipped for mulch or compost. Items identified as being too large for proper disposal shall be refused or broken into smaller pieces, or crushed by compactor equipment, for proper disposal. A special area may be designated as a large item salvage area as discussed in Section 4.17 of this plan. These items would be removed from the site frequently to prevent them from becoming a nuisance and precluding the discharging of any pollutants.

No items containing chlorinated fluorocarbons (CFC) will be knowingly accepted. Refrigerators, freezers, air conditioners, and any other items containing CFC must be handled in accordance with 40 CFR §82.156(f), as amended and with Section 4.22 of this Site Operating Plan, which requires verification that the CFC has been evacuated from the unit and that it was not knowingly allowed to escape into the atmosphere.

4.14 AIR CRITERIA

The landfill is subject to commission rules concerning burning and air pollution control. The landfill manager shall ensure that any unit of the MSWLF does not violate any applicable requirements of the approved state implementation plan developed under the Federal Clean Air Act. Open burning of waste will not be permitted at this facility.

The site is operated in accordance with the federal New Source Performance Standards (NSPS) and under the TCEQ Title V General Operating Permit (GOP). The landfill manager, or designated alternate, will ensure that the site complies with and is evaluated in accordance with requirements of NSPS and Title V GOP.

4.15 ODOR MANAGEMENT PLAN §330.149

Municipal solid waste landfill operations have the potential to yield odorous emissions. Odor management at a landfill is a combination of identifying the sources of odor and methods used to minimize or eliminate those odors. This odor management plan addresses the identification of potential sources of odors, and includes methods to minimize odors or sources of odors and procedures to be followed if these methods are ineffective in preventing a release of odors to the surrounding community.

4.15.1 Sources of Odor

Sources of odor that emanate from a landfill can vary considerably and may include the wastes being delivered to the landfill, the open working face, or the leachate collection system. Many of the wastes received at a landfill are a source of odor upon receipt, such as sludge and dead animals. Other wastes have the potential for becoming a source of odor by their biodegradable characteristics, generating gases as they advance through the decomposition process. Leachate, the contaminated water that emerges from solid waste, may also be a source of odor if not properly handled or disposed of in a timely manner. Ponded water containing contaminants, and composting, depending on the feedstock used in the operation, could become a source of odor as well.

4.15.2 Odor Minimization

The primary objectives for odor control at a landfill are to minimize odor generation and odor emissions. Methods used to achieve these objectives include waste and leachate handling procedures, the timely placement of cover materials, the elimination of ponded water, and gas control. These methods, described briefly below, are also included in Part III of the facility's Site Development Plan, Attachment 14, Gas Management Plan, and Attachment 15, Leachate and Contaminated Water Management Plan, and Part IV.

Waste Handling Procedures - Wastes are to be deposited at the working face, spread into layers that can be readily compacted, and covered with a minimum of six inches of soil or with an alternate daily cover

material such as tarps or other applied materials. Sludges that pass paint filter are to be incorporated into the working face with other absorptive wastes. Dead animals are to be covered immediately with three feet of waste or two feet of soil.

Cover - The placement of daily cover is sufficient to reduce the immediate emission of odors when applied in sufficient thickness (minimum of six inches soil) and with the proper compaction or other approved cover. Daily cover also serves as the first deterrent to odor generation by preventing air and water from further impacting the wastes. If odors result during the use of alternate daily cover material, the ADC will be reevaluated to determine if it will continue to be used. The placement of the intermediate and final cover will provide a barrier that will reduce the amount of odor emissions as decomposition of wastes occurs over time.

Leachate Handling Procedures - Leachate must be removed from the collection system at a rate to maintain less than 30 cm of head on the liner. Leachate may be removed by pumping directly from the sump to a storage tank, evaporation pond, recirculation system, or a transfer truck. The evaporation pond may be a source for odors and be monitored and may be equipped with aerators to further reduce the emission of odors by forcing oxygen into the leachate.

Ponded Water - Water ponded over waste disposal areas may become a source of odors and should be eliminated prior to the occurrence of odors. Ponded water that occurs in the active portion of the site or on a closed area will be eliminated as quickly as possible and the area in which the ponding occurred shall be filled in and re-graded within seven days of the occurrence.

Gas Extraction System - Odor reduction may be achieved by the installation of a gas extraction system. The gas extraction system will minimize the migration of gases either horizontally or vertically. Gases collected in an extraction system may be distributed to such processing devices as a flare or processing plant.

4.15.3 Odor Response Procedures

Upon identification of landfill related-odors, landfill personnel will attempt to isolate the source of the odor. If an identifiable odor is detected at any of these areas, the landfill manager will be notified, who will initiate the necessary remedial actions. Remedial actions may include the application of additional cover over the suspect area, the use of odor controlling sprays applied directly to the working face, control of any ponded

water on the site, adjustments to the gas extraction system, sealing the riser pipe covers of the leachate collection system, prompt landfilling of odorous waste, or other methods proven to be beneficial for the remediation of landfill odors. If odors persist, the Landfill Manager may contract with an engineer or other expert to address specific remediation issues.

4.16 DISEASE VECTOR CONTROL §330.151

Conditions favorable to the production or harboring of disease vectors (rodents, flies, and mosquitoes) shall be minimized through proper compaction of the waste and the use of daily and intermediate cover, as appropriate. Vectors are attracted by wastes and water that serve as food and breeding grounds. The working face of each disposal area shall be minimized and daily cover shall be applied to control disease vectors. Landfill cover procedures are described in Section 4.22 of this SOP. To further control disease vectors, ponded water shall be controlled as detailed in Section 4.23 of this SOP. Birds should also be controlled by use of the daily cover, minimizing the working face, and control of ponded water. Site personnel should be observant for insects and rodents and report problems to the landfill manager. Professional exterminators will be contacted, if necessary, to eliminate rodents or other pests that may appear at the site. If chemicals are needed for disease vector control, a professional will apply the appropriate chemical at the industry recommended rate, and use the appropriate health and safety practices to minimize any potential adverse effects.

4.17 SITE ACCESS ROADS §330.153

All-weather site access roads provided from the public road to the unloading area(s) will consist of compacted gravel, crushed stone, asphalt, concrete, or other road building material. The tracking of mud and debris onto public roadways from the site shall be minimized.

Tracking of mud onto public roadways; including FM 1660, CR 100, CR 101, CR 131, and CR 132, will be controlled by minimizing the amount of mud on site entrance and access roads and on vehicles leaving the site. Vehicles leaving the site will traverse all-weather site access road and paved site entrance roads allowing for mud to be removed from the vehicle. Additionally, the site may install an active wheel wash or utilize the current passive wheel wash adjacent to the site entrance road. If a wheel wash is utilized, landfill traffic may be directed through the wheel wash if mud is being tracked past the scalehouse.

Mud on the site entrance and access roads will be removed to prevent tracking of mud onto public access roads. Mud on site access roads will be removed by grading the mud off of the road. Mud on the site entrance road may be removed by a spray of water from the site water truck, by scraping with a site bulldozer or maintainer, or with a rotary broom street sweeper. Mud will be removed from the public roadway, site entrance and access roads as necessary to control the tracking of mud onto public roads and at least once per day on days when mud associated with landfill operation may be tracked onto public roadways.

Litter and debris will be controlled. Litter and debris that are tracked onto public roadways will be removed at least once per day on days when the site is operating. Litter on FM 1660, CR 100, CR 101, CR 131, and CR 132 will be picked up in accordance with Section 4.12, Materials Along Route to Site. Litter along the site entrance and access road will be picked up in accordance with Section 4.9, Control of Windblown Solid Waste and Litter. Debris will be picked up daily from all on-site roads and from FM 1660, CR 100, CR 101, CR 131 and CR 132, for a distance of two miles in each direction from the site entrance. Site laborers will load any debris into the site pickup. The debris will be taken to the working face and disposed of.

Dust from onsite and other access roads shall be controlled on an as-needed basis to avoid becoming a nuisance to surrounding areas. A water source and the necessary equipment shall be provided by the landfill operator for dust control.

The on-site water truck shall be equipped and utilized for dust control. Sources of water for this process may be a municipal water supply, the ditches along the eastern and southern perimeters, water collected in on-site stormwater ponds, and/or outside sources. Onsite roads and ditches shall be cleaned of litter and debris on a daily basis. On site and other access roadways shall be maintained in a clean and safe condition. Access roadways will be re-graded on a monthly basis by grading and placing additional road materials to minimize depressions, ruts, and potholes, and provide uninterrupted access to the unloading area(s). Additional re-grading or maintenance may be implemented as needed.

Records will be kept in the facility Operating Records to demonstrate compliance with the requirement of this section.

4.18 SALVAGING AND SCAVENGING §330.155

Salvaging is the controlled removal of waste materials for utilization, recycling or sale. Scavenging is the uncontrolled and unauthorized removal of materials at any point in the solid waste management system. No scavenging shall be allowed at this site. This rule shall be strictly enforced through site access controls and monitoring by facility personnel. Salvaging or recycling of materials such as metals and white goods will be allowed with specific authorization from the landfill manager if the activity is supervised by landfill personnel. However, salvaging shall not be allowed to interfere with prompt sanitary disposal of solid waste or to create public health nuisances. Such items shall be removed on an as needed basis to prevent creation of nuisance conditions, to preclude the discharge of any pollutants from the area, and to prevent an excessive accumulation of the material at the facility.

Special waste received at the disposal site shall not be salvaged. Pesticide, fungicide, rodenticide, and herbicide containers shall not be salvaged unless being salvaged through a state supported recycling program.

4.19 ENDANGERED SPECIES PROTECTION §330.157

No endangered or threatened species are known to exist at the site that would be affected by the landfill operations; therefore the facility and the operation of the facility shall not result in the destruction or adverse modification of the critical habitat of endangered or threatened species, or cause or contribute to the taking of any endangered or threatened species. Information regarding endangered species is provided in Part I/II of the site permit application.

4.20 LANDFILL GAS CONTROL §330.159

Landfill gas control is addressed in detail in Part III, Attachment 14, Landfill Gas Management Plan and summarized in this section. Refer to Attachment 14 for specific requirements and procedures. Landfill gas monitoring for the presence of methane gas at the site will be conducted on a regular basis. In particular, the site boundary will be monitored to identify whether there exists the possibility of off-site methane migration or perimeter methane concentrations exceeding the lower explosive limit (LEL). Additionally, on-site structures will be checked to confirm that methane concentrations do not exceed 25 percent of the LEL. The allowable limits and details of gas monitoring and recovery are more fully described in Part III, Attachment 14, Landfill Gas Management Plan.

Monitoring for combustible gas concentrations will be performed quarterly within all enclosed site structures and around the perimeter of landfilled portions of the site. All required reports and other submittals shall be included in the operating record of the facility and submitted to the executive director. Permanent probes will be used to monitor the perimeter. Barhole probes may be used as a supplement. Probe locations are specified in Part III, Attachment 14, Landfill Gas Management Plan.

In the event that methane levels that exceed allowable lower limits are detected within structures or at the property boundary, the TCEQ will be notified and steps will be implemented to ensure the protection of human health in accordance with the Landfill Gas Management Contingency Plan. Documentation of the gas measurements and of the steps taken for human protection will be placed in the Site Operating Record within seven (7) days. A remediation plan for any methane gas releases as described in the Landfill Gas Management Plan will be implemented within 60 days of the methane detection. This remediation plan will be submitted to TCEQ to describe the proposed remediation activities within 60 days.

A passive landfill gas vent system has been designed. Parts of the landfill currently are under the influence of a gas collection and control system that includes wells, header system, and flares. This system is currently operated for odor control but may be required to be expanded in the future to comply with New Source Performance Standards (NSPS) and/or other federal and state requirements.

4.21 OIL, GAS AND WATER WELLS §330.161

There is no known existing or abandoned oil and/or water wells within the site. The landfill manager shall immediately provide written notification to the TCEQ of the location of any and all existing or abandoned oil or gas wells or other wells associated with mineral recovery or water wells situated within the site upon such discovery. The landfill operator shall, within 30 days of such a discovery, provide the TCEQ with written certification that all abandoned water wells have been capped, plugged, and closed in accordance with all applicable rules and regulations of the TCEQ. The landfill operator shall provide the TCEQ with written certification that all abandoned oil or gas wells or other wells associated with mineral recovery have been capped, plugged, and closed in accordance with all applicable rules of the Railroad Commission.

If any water or other type of well under the jurisdiction of the commission is to be plugged, it shall be plugged in accordance with all applicable commission requirements and additional requirements imposed by the executive director. A copy of the well plugging report required to be submitted to the appropriate state agency shall also be submitted to the executive director within 30 days after the well has been plugged.

4.22 COMPACTION §330.163

The waste shall be thoroughly compacted by landfill compaction equipment in layers approximately two feet in thickness. The compaction equipment shall pass over the waste a sufficient number of times (i.e., minimum of 4 passes) to achieve thorough compaction.

When waste is used as ballast, as described in Part III, Attachment 10, Soil and Liner Quality Control Plan, the first five feet or the total thickness of ballast, whichever is less, placed on the liner system shall be free of brush and large bulky items, which would damage the underlying parts of the liner system or which cannot be compacted to the required density. When waste is used as ballast, a wheeled trash compactor having a minimum weight of 40,000 pounds, or similar equipment, shall be properly utilized to reach a compaction density of at least 1,000 pounds per cubic yard. For additional information see Part III, Attachment 10, Soil and Liner Quality Control Plan.

4.23 LANDFILL COVER §330.165

Daily Cover

In order to prevent disease vectors, control windblown debris and odors, reduce the possibility of fire, prevent scavenging, and improve the operation of the site, a minimum of six inches of "daily" cover (earthen material that has not been previously mixed with garbage, rubbish or other solid waste), or approved equivalent, shall be placed and compacted over all exposed waste at the end of each working day or at least once every 24 hours.

To ensure that the daily cover will be adequate (i.e., minimize vectors, contaminated stormwater runoff, odors, etc.), the following procedures will be followed:

- The daily cover will be sloped to drain.
- The daily cover will be compacted with a minimum of two passes with the dozer tracks to minimize infiltration of stormwater, graded to drain, and will not have any waste visibly protruding through it.
- The landfill manager will document where daily cover has been placed through visual inspections during placement that a minimum of 6 inches (compacted thickness) of daily cover has been placed over the days working face area. The landfill manager will document on a daily basis the daily cover completion and placement area.

- After each rainfall event resulting in runoff, the landfill manager will inspect all daily cover areas for erosion, exposed waste or other damage, and repair as necessary. Runoff water that comes in contact with waste will be handled as contaminated water.
- Runoff from areas that have intact daily cover is not considered as having come in contact with the working face or leachate.
- The landfill manager will inspect for seeps from daily cover. All seepage water from waste below the daily cover will be controlled by placement of soil berms and diverted to the contaminated water collection area. Contaminated water will be treated as outlined in Attachment 15.

Alternate Daily Cover

Alternative daily cover (ADC) materials may be utilized at this facility. These materials may include the use of flexible membranes, heavy duty tarpaulins, petroleum contaminated soils, synthetic foam materials, or other engineered fabrics. ADC shall not be allowed when the landfill is closed for a period greater than 24 hours. An ADC Operating Plan (ADCOP) is attached to this SOP as Appendix A.

The use of an ADC may be allowed by a temporary authorization under 30 TAC 305.70(m) on a six month trial basis. Additionally, one extension of up to six months may be granted. If the TCEQ grants temporary authorization for the use of ADC not already approved for use, status reports on the ADC will be submitted to TCEQ on a two month basis that describes the effectiveness of the alternative material, any problems that may have occurred, and corrective actions required and implemented as a result of such problems.

Permanent authorization for the use of ADC may be obtained from the TCEQ through a "Notice Modification" in accordance with 30 TAC 305.70(k)(1). Permanent authorization may be applied for during the temporary trial periods, but in no case shall ADC be continued past the trial periods without first receiving permanent authorization from the TCEQ.

Intermediate Cover

All areas that have received waste but will be inactive for longer than 180 days will be provided with intermediate cover. This intermediate cover will include six inches of suitable earthen material that is capable of sustaining native plant growth and will be seeded or sodded following its application in order to reduce erosion. Mulch may be used in conjunction with the suitable earthen materials as a method of reducing erosion after seeding and as a means of providing soil enrichment. This intermediate cover will be not less than 12 inches of suitable earthen material. These areas of intermediate cover shall be graded for proper drainage to help prevent ponding of water, and plant growth or other erosion control features

will be maintained. Runoff from areas which have received intermediate cover will not be considered as having come into contact with the working face or leachate.

Final Cover

"Final" cover soil for the landfill shall be placed and compacted as outlined in Part III, Attachment 12, Final Closure Plan.

The final cover system including the erosion control structures (such as drainage swales and chutes) will be maintained during the active life and through post closure. During the active life of the site, the landfill manager should inspect the final cover system on a weekly basis. Erosion of final cover shall be repaired promptly by restoring the cover material, grading, compacting, and seeding it as necessary.

Erosion of Cover

Interim or final cover that has been seeded and has vegetation established will continue to be maintained. However, caution will be exercised not to damage the integrity of vegetation in these areas that will result in greater erosion through the destruction of vegetative cover to fix minor erosion rilles. To address this concern, minor or incidental erosion rilles will be monitored to ensure that they do not develop into areas of significant erosion. Erosion of intermediate or final cover of a magnitude that would be considered significant will consist of areas that in the opinion of the landfill manager jeopardize the integrity of the intermediate or final cover. These areas will be repaired within five days of detection as weather permits by restoring the cover material, grading, compacting, and seeding. If conditions warrant, and the commission's regional office approves otherwise, based on the extent of the damage, time to repair, or weather conditions, the five day requirement may be extended. The date of detection of erosion and date of completion or repairs, including reasons for any delays, will be documented in the cover inspection record. The landfill manager will inspect the intermediate and final cover at the site on a weekly basis and after a rain event in which runoff occurs.

Cover Inspection Record

A cover application record shall be maintained at the site and readily available for inspection by TCEQ and authorized agents or employees of local governments having jurisdiction. The record shall specify the date that cover was accomplished, how it was accomplished, and the last area covered. This applies to daily, alternate daily, intermediate, and final cover. For final cover, the record shall also specify the thickness applied on that date. Each entry shall be certified by signature of the landfill manager or designated representative.

A cover inspection record will be maintained that documents inspections of daily, intermediate and final cover, the findings, and corrective action taken when necessary.

4.24 PONDED WATER §330.167

Measures shall be implemented to prevent ponding of water over waste in the disposal areas. When ponded water does occur in the active portion of the MSWLF unit, it shall be actively removed with portable pumps. Ponded water from an area with at least 12 inches of intermediate cover shall be pumped/removed to the site drainage system. Contaminated water found within active disposal areas shall be handled in accordance with Part III, Attachment 15, Leachate and Contaminated Water Management Plan. Refer to Attachment 15 for requirements and handling procedures for contaminated water. Ponded water that occurs in the active portion of the facility or on a closed portion of the facility must be eliminated and the area in which the ponding occurred will be filled in and regraded within seven days of the occurrence.

4.24.1 Ponding Prevention Plan

The potential for ponding of water over waste areas will be minimized by achieving a high density compaction during the placement of the wastes and by constructing and maintaining proper cover and slope on all areas so that stormwater will not pond and drain properly, either to the site drainage system (for intermediate or final covered areas) or to run-off control structures (for active disposal areas). Measures shall be implemented to minimize ponding of water over waste in the disposal areas, such as the installation of upgradient diversion berms to minimize the amount of water entering the disposal area, and proper construction of the working face slopes.

Active portions of the landfill; including final covered areas not in post closure care, intermediate cover areas, and daily cover areas, will be inspected at least weekly for signs of ponded water or depressions that could potentially pond water. Additional inspections may be conducted after rainfall events in excess of 1/2 inch or more rain in a 24 hour period. These inspections will be conducted within a day of the rainfall event. However, during periods of extended or heavy rainfall, portions of the site may not be accessible to vehicles for inspection. During these periods it may be necessary to allow for drying prior to accessing the remote sections of the site for inspection.

During the post closure period of closed portions of the landfill, the final cover will be inspected and maintained annually, at a minimum, in Accordance with Part III, Attachment 13, Post Closure Care Plan.

Depressions that could potentially pond water will be eliminated by filling and/or regrading within 7 days of identification, weather and access permitting.

Ponded water will be eliminated within 7 days of occurrence, weather and access permitting.

Ponded water areas may be corrected by implementing one or more of the following procedures:

- Pumping water out of the depression,
- Regrading and allowing the water to flow off, and
- Adding cover soils to fill the depression and forcing the water on to areas of the landfill that allows the water to flow off the landfill.

However, during periods of extended or heavy rainfall, the site may not be able to operate on the cover materials without further compromising the cover with the tracking of equipment. During these periods, the site may allow for a day of drying prior to accessing the ponded water site with equipment. The ponded water will be eliminated on the second consecutive day without rainfall.

After the ponded water has been removed the site will be regraded and/or filled with additional cover soil to eliminate the potential for ponded water and promote positive drainage.

Water that has been in contact with waste, daily cover, and/or alternate daily cover (ADC) will be removed and handled as contaminated water in accordance with Part III, Attachment 15, Leachate and Contaminated Water Management Plan and Part III, Attachment 6, Groundwater and Surface Water Protection Plan and Drainage Plan.

In general, contaminated water will be contained in the area of the working face behind the containment berm. This water will not be handled as leachate. The contaminated water will be pumped directly into a tanker truck if necessary or pumped to on-site storage tanks. Contaminated water pumped directly to a tanker truck will be disposed of off-site at an approved treatment facility. Any of the aforementioned transmission systems may be utilized.

Contaminated water may not be recirculated.

Records will be kept in the facility Operating Record to demonstrate compliance with the requirements of this section.

4.25 DISPOSAL OF SPECIAL WASTE §330.171

Special waste is any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect human health or the environment. The various types of special wastes are defined in 30 TAC §330.3.

The following special wastes will be accepted without prior written authorization from the TCEQ provided the waste is handled in accordance with the procedures listed below:

- Special wastes from health care related facilities that have been treated in accordance with the procedures specified in Subchapter Y of the TCEQ regulations (relating to Medical Waste Management).
- Dead animals and/or slaughterhouse waste provided the carcasses and/or slaughterhouse waste are covered by 3 feet of other solid waste or at least 2 feet of earthen material immediately upon receipt. Dead animals may also be composted in accordance with the Compost Plan and 30 TAC Chapter 332.
- Non-regulated asbestos-containing materials (non-RACM) provided the wastes are placed on the active working face and covered in accordance with the regulations. Under no circumstances shall any material containing non-RACM be placed on any surface or roadway which is subject to vehicular traffic or disposed of by any other means by which the material could be crumbled into a friable state.
- Regulated asbestos-containing material (RACM) as defined in 40 CFR ' 61 may be accepted for disposal in accordance with the asbestos handling plan (Appendix B of this Site Operating Plan).
- Empty containers that have been used for pesticides, herbicides, fungicides, or rodenticides shall be disposed of in accordance with subparagraphs (a) and (b) of this paragraph.
    - (a) These containers may be disposed of at the disposal facility provided that:
        - (i) the containers are triple-rinsed prior to receipt at the landfill;
        - (ii) the containers are rendered unusable prior to or upon receipt at the landfill; and
        - (iii) the containers are covered by the end of the same working day they are received.

(b) Those containers for which triple-rinsing is not feasible or practical (e.g. paper bags, cardboard containers) may be disposed of under the provisions of paragraph (6) of this Section 4.24 or in accordance with 30 TAC '330.137 (relating to Disposal of Industrial Wastes), as applicable.

- Municipal hazardous waste from a ~~conditionally exempt~~very small quantity generator (V~~C~~ESQG) provided the amount of waste does not exceed 220 pounds (100 kilograms) per month per generator, and provided the facility owner or operator authorizes acceptance of the waste.
- Sludge, grease trap waste, or grit trap waste from municipal sources if the material has been treated or processed and the treated/processed material has been tested, in accordance with Test Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Publication Number SW-846), as amended, and is certified to contain no free liquids.
- Municipal wastewater treatment sludge (sewage sludge) that, upon receipt, meets the requirements of Class A sewage sludge (30 TAC 312.8) and the metal concentrations in 30 TAC 312.43(b)(3) will either be disposed as described above, or will be beneficially reused. Beneficial use of sewage sludge may include use as an soil additive to enhance establishment of vegetation on landfill intermediate or final cover areas. Sewage sludge may be added to soil in percentages ranging from zero (0) to 100 percent by volume, sludge to soil. Sewage sludge may make up a maximum of 50% by volume of the finished mixture. The finished mixture must contain at least 50% soil by volume. These percentages will vary and will be dependent on the physical characteristics of the soil and sludge being used. The sewage sludge and soil may either be mixed in a pile with an excavator, bull-dozer, or spread and plowed with a disk, harrow, rototiller, or similar device. Additional thickness of sewage enhanced soil may be required to maintain the minimum intermediate or final cover thicknesses as the organic volume of the sewage sludge decomposes. Prior to the facility's land applying of any Class A sewage sludge, all necessary authorizations required under 30 TAC 312 will be obtained.
- Sludge, grease trap waste, grit trap waste, and liquid waste from other municipal sources may be accepted for processing/stabilization at Williamson County RDF in accordance with 30 TAC 330.171(c)(7) utilizing the following procedures:

  (a) Williamson County RDF will provide either a metal or concrete basin placed for the processing/stabilization of liquid wastes. The basin will be placed within a disposal sector which is underlain by a TCEQ-approved composite liner system or, when placed outside a disposal sector underlain by a TCEQ-approved composite liner system, the basin will be underlayed by a 3-foot thick (minimum) compacted clay zone. Under no

circumstances will the basin be placed in an area outside of the permitted waste footprint. The 3-foot thick compacted clay zone will be constructed in accordance with the requirements for soil liners included in Part III, Attachment 10, Soil and Liner Quality Control Plan. When the basin is placed within waste fill, the excavation around the basin may be backfilled with either waste material and/or soil (a minimum 12 inches of intermediate cover soil is required over the waste backfill). When the basin is placed outside of waste fill, the excavation around the basin shall be backfilled with clean soil. The soil or intermediate cover soil will be graded around the basin to insure that stormwater runoff is directed away from the basin. The basin will be placed to insure a minimum of one foot of the basin extends above the surrounding soil.

(b) Once the basin is in place, trucks will be able to discharge their contents directly into the basin for mixing. Lime, fly ash, cement or lime kiln dust, Portland cement, hydrated lime, dried sludge, saw dust, auto fluff, shredded paper, wood chips, dirt, or any combination of these materials may be used for liquid stabilization. Also, contaminated soils as allowed by this section may be used as the solidifying agent. All solid waste materials stockpiled as the solidifying agent for liquid stabilization shall be stored in such a manner that they do not constitute a fire, safety, or health hazard or provide food or harborage for animals and vectors, and shall be contained or bundled so as not to result in litter. All solid waste materials stockpiled as the solidifying agent for liquid stabilization shall be stored as described in Part III, Attachment 6, Groundwater and Surface Water Protection Plan and Drainage Plan regarding the minimization and management of contaminated water and the management of water that has not contacted waste. The liquid stabilization basin will designed to control and contain a worst case spills and contaminated water from leaving the facility. To assure containment, the liquid waste stabilization basins will be placed or constructed over a composite liner system. Liquid stabilization basins may be placed or constructed in waste fill areas underlain by a TCEQ approved composite liner. Liquid stabilization basins placed or constructed in waste fill areas without a TCEQ composite liner or in non-waste filled areas will be underlain by a constructed composite liner. This composite liner system will consist of a 60-mil High Density Polyethylene (HDPE) geomembrane underlain by two feet of recompacted soil liner with a maximum hydraulic conductivity of $1x10^{-7}$ centimeters per second. The 60-mil HDPE shall have a minimum of 2 feet of protective cover to any surface of the liquid stabilization basin. These composite liner components will be constructed in accordance with Part III, Attachment 10, Soil and Liner Quality

Control Plan (SLQCP). Section 1.0 of the SLQCP addresses the purpose of the plan, regulatory requirements and full-time quality control/quality assurance; Section 2.0 addresses the construction of Soil Liners; Section 3.0 addresses Geomembrane Liners; Section 4.0 addresses Leachate Collection Layer and is not applicable to the liquid stabilization basin; Section 5.0 addresses liners constructed below the seasonal high water table and is not applicable to the liquid stabilization basin; and Section 6.0 addresses documentation and reporting. Details of the liquid stabilization basin and the composite liner are included in Figure IV-1, Liquid Stabilization Basin Details. The containment area will be operated with a minimum 1-foot freeboard, this is sufficient to account for the precipitation from the 7.9-inch, 25-year, 24-hour storm (according to the National Weather Service Precipitation Depth Maps). Control of odors, vectors, and windblown waste from the solid waste material solidification agent stockpiles shall be maintained. Mixing will be accomplished with a backhoe or other appropriate machinery. Each batch of stabilized material will be tested for free liquids in accordance with Test Method 9095 (Paint Filter Liquids Test_ as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Publication Number SW-846). Upon verification of the stabilized material passing the paint filter test, the mixture will be removed from the basin and deposited at the active working face for disposal.

(c) The processing/stabilization of the liquid wastes received will be conducted in a manner so as to minimize the potential for odor-related nuisances. To further minimize the potential for odor-related nuisances, the liquid waste stabilization basin will be located so as to maintain a minimum of 1,000 feet separation between the basin and the nearest resident. The basin will be placed within a disposal sector which is underlain by a TCEQ-approved composite liner system or, when placed outside a disposal sector underlain by a TCEQ-approved composite liner system, the basin will be underlayed by a 3-foot thick (minimum) compacted clay zone. Under no circumstances will the basin be placed in an area outside of the permitted waste footprint. Liquid stabilization basin will not be located in Cells 2A, 3B, 3C, and 3D due to the 1,000 feet restriction from the residences. The exact location of the basins will be determined by the site operator based on operational needs of the facility. The initial area denoted for liquid stabilization basin placement is shown in Figure III-1.1, Site Layout Plan. Under no circumstances will the basin be placed in an area outside of the permitted waste footprint. Prior to relocating the basins the operator will submit a modification request

to the TCEQ in accordance with 30 TAC 305. Upon approval of the modification request, and prior to the actual relocation of the basins, the operator will notify the TCEQ's regional office of the projected date of relocation.

(d) Each time the basin is emptied or moved, it will be inspected for holes or other signs of leakage. The basin will be covered while not in use with a portable synthetic daily cover or a fitted rigid cover to exclude rainfall from the basin.

- (e) Liquid waste will be processed and disposed of the same day it is received; or, if it is not disposed of the same day it is received, the unprocessed and processed liquid waste will remain in the liquid stabilization basin and the basin will be covered or enclosed in an odor-retaining container or vessel overnight until it is processed and disposed. Soil contaminated by petroleum products, crude oils, or chemicals (also referred to as petroleum contaminated soils) may be accepted for disposal without specific TCEQ approval only if they are tested as being under the limits specified in the following table.

CONTAMINANT	CONSTITUENTS OF CONCERN	MAXIMUM CONTAMINANT LEVEL MUST BE LESS THAN	MINIMUM LANDFILL CRITERIA
Automotive Gasoline	Benzene TPH Lead[2]	0.5 mg/l[1] 1500 mg/kg 1.5 mg/l[1]	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring
All Other Fuels (i.e., Diesel, Kerosene, Aviation, Fuel Oil, etc.)	Benzene TPH Lead[2]	0.5 mg/l[1] 1500 mg/kg 1.5 mg/l[1]	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring
Used Motor Oil from an Internal Combustion Engine	Benzene TPH Lead[2]	0.5 mg/l[1] 1500 mg/kg 1.5 mg/l[1]	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring
All Other Petroleum Hydrocarbons	TPH PCBs[4]	1500 mg/kg 50 mg/kg	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring

[1] An analysis of total contaminant level may be used as a screening tool prior to Toxicity Characteristic Leaching Procedure (TCLP). To determine the maximum total contaminant level at which a TCLP is not necessary multiply the table limit by a factor of twenty. This formula is extrapolated from a twenty to one dilution factor when preparing TCLP samples for analysis (Title 40 Code of Federal Regulations, Part 261, Appendix II). If a contaminant total level exceeds twenty times the table limit (e.g. total lead >30 mg/kg, total benzene >10 mg/kg, etc), then TCLP must be performed. Please note that this extrapolation is applicable only to solids.

[2] If it is known, through process knowledge, that the Automotive Gasoline, fuels and motor oil did not contain lead, it is not necessary to test for lead.

[3] Landfill liner that meets the requirements in 30 TAC Chapter '330.331. The minimum protection liner will be a composite liner as defined in '330.331(b) or an alternate design approved by the Executive Director.

[4] If it is known, through process knowledge, that All Other Petroleum Hydrocarbons did not contain PCBs, it is not necessary to test for PCBs.

[5] If it is known through process knowledge that motor oil did not contain benzene, it is not necessary to test for benzene.

To determine whether or not a soil meets the criteria listed in the table, one composite sample will be taken for every 50 cy of contaminated soil. The composite sample should be comprised of 4 separate grab samples from within the 50 cy. The person taking the sample should strive to obtain the most representative sample possible. All samples must be analyzed for total petroleum hydrocarbon (TPH). When additional parameters are required (benzene, lead, or PCBs) it is only necessary to analyze the sample that is determined to contain the highest level of TPH from each of 200 cy. For example, if there is 400 cy of contaminated soil, there should be eight samples tested for TPH and the two samples with the highest TPH level from those samples should be analyzed for the additional parameters of concern. Laboratory detection limits must be less than or equal to the maximum contaminant levels listed in the preceding table for the analysis to be considered valid.

Other soils contaminated by petroleum products, crude oils, or chemicals (not addressed in the table) will require specific authorization on a case-by-case basis prior to disposal. Requests for authorization to dispose of contaminated soils will be accompanied by analytical data (including signed laboratory reports, chain-of-custody information, Quality Control Data, and a sampling plan) or data as required by the TCEQ.

Prior to receiving the above types of waste, the customer/generator shall provide sufficient documentation that their wastes meet all of the requirements listed above. This type of documentation, when necessary, should include information such as the generator's information, description of the waste, description of the process generating the waste, volume of waste, waste/chemical composition, physical characteristics, and any other information the site manager deems necessary. This documentation may be included on a waste profile form such as the one included at the end of this document. Analytical data used for documentation shall not be more than one year old.

Authorized personnel responsible for reviewing special waste documentation shall be familiar with the application of relevant regulations and guidance documents pertaining to waste classification, waste characterization, and hazardous waste determination. Applicable regulations and guidance documents include: 40 CFR Part 261 - Identification and Listing of Hazardous Waste; 30 TAC §335, Subchapter R - Waste Classification; and TCEQ Regulatory Guide RG-22, Guidelines for the Classification and Coding of Industrial and Hazardous Wastes.

No other special wastes will be accepted for disposal without prior written approval from the TCEQ. The maximum allowable limits for the concentration of the constituents of concern in the wastes to be accepted in the landfill shall be per 30 TAC §335, Subchapter R, Appendix 1, Table 1, or as approved by the TCEQ.

Class I industrial non-hazardous waste not routinely collected with municipal solid wastes will not be accepted for disposal at this facility.

4.26 DISPOSAL OF INDUSTRIAL WASTE §330.173

Industrial nonhazardous waste is defined by §330.3 as solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations, classified as follows: Class II industrial Solid Waste – any individual solid waste or combination of industrial solid wastes that cannot be described as Class I or Class III, as defined in §335.506 (relating to Class II waste determination). Class III Industrial Solid Waste – any inert and essentially insoluble industrial solid waste, including materials such as rock, brick, glass, dirt, and certain plastics and rubber, etc. that are not readily decomposable as defined in §335.507 (relating to Class III waste determination). Class II and Class III industrial solid wastes may be accepted at a Type I facility, provided disposal of these wastes does not interfere with proper operation of the facility.

This facility will not accept Class 1 industrial solid waste, with the exception of wastes which are Class I only because of asbestos content. Waste classified as Class I only because of asbestos content may be accepted by the facility for disposal and will be managed in accordance with 30 TAC §330.171(b)(3) and Appendix B of this SOP. All shipments of Class I industrial waste only because of asbestos content must be accompanied by a manifest as required by the commission.

The amount of Class I industrial non-hazardous waste (Class I only because of asbestos content) received will not exceed 20% of the total amount of waste (not including Class 1 wastes) accepted during the current or previous year in accordance with §330.173(e) and §330.173(f). The amount of waste may be determined by volume or weight, but the same unit of measure must be used for each year, unless a variance is authorized by the executive director.

In the event that a prohibited industrial solid (Class I) waste arrives at the site, the landfill manager will follow the appropriate procedures as outlined in Section 4.2. The facility will operate in compliance with

30 TAC §330.173 or any special conditions imposed by the executive director. Failure to operate in accordance with 30 TAC §330.173 may result in revocation of the authorization to accept a Class I waste.

The facility may accept Class II and III industrial solid waste for disposal provided the acceptance of this waste does not interfere with facility operations. These types of waste will be treated as typical municipal solid waste.

4.27 VISUAL SCREENING OF DEPOSITED WASTE §330.175

Final, intermediate, daily and ADC cover will provide screening of deposited waste materials from view. The landfill is initially screened by vegetation located along the unnamed drainage tributary along the north side of the site and Mustang Creek along the south side of the site. As aerial filling progresses to the east, final sideslope cover will be placed and vegetated on the landfill and perimeter drainage channels and final cover drainage channels and terraces will be constructed. Additionally, vegetated soil berms or vegetated berms constructed of compost or mulch may be temporarily utilized as visual screening berms at locations throughout the facility.

Also, existing vegetation in the 125 foot minimum buffer zones shall be maintained, where possible, to provide visual screening of deposited waste materials from view. The natural vegetation in the buffer zone around the site shall be left as is, as much as possible, to provide visual screening and to keep the area with the appearance of the natural surrounding. The M/S shall ensure, if necessary, that litter is cleaned from the buffer areas on a routine basis.

Existing natural vegetation in the buffer zones shall be maintained, where possible, to provide visual screening of disposal operations from public view. The facility will continue to operate the landfill in a manner that will provide the maximum screening possible within the requirements of the design until such time as the ED determines that additional screening is required.

4.28 LEACHATE AND GAS CONDENSATE RECIRCULATION §330.177

The landfill leachate or gas condensate derived from a landfill unit may be recirculated into a Type I landfill unit at the same facility from which the leachate or gas condensate was derived. Leachate or gas condensate can only be recirculated in landfill units that are designed and constructed with a leachate collection system and a composite liner.

The landfill will recirculate leachate in accordance with the requirements of Part III, Attachment 15, Leachate and Contaminated Water Management Plan,

The recirculation will be accomplished in a manner that prevents ponding or significant accumulations of leachate in any one area. Contaminated runoff and groundwater will not be recirculated.

The leachate and gas condensate does not need to be characterized for recirculation into an approved Type I landfill unit or sent to a publicly owned treatment works or Resource Conservation and Recovery Act authorized facility beyond that required by the treatment facility. All contaminated water shall be managed as specified in Part III, Attachment 15, Leachate and Contaminated Water Management Plan.

The landfill may also dispose of leachate or gas condensate in leachate evaporation ponds or off-site disposal as described in Part III, Attachment 15, Leachate and Contaminated Water Management Plan.

The Williamson County RDF will not discharge contaminated water without specific written authorization from the TCEQ. This facility is authorized to discharge uncontaminated storm water runoff pursuant to the TPDES permit and Storm Water Pollution Prevention Plan (SWPPP). This authorization applies only to stormwater collected in the facility drainage system. No contaminated water (water which has come in contact with solid waste or leachate) may be discharged from the site through the facility drainage system pursuant to this authorization. Storm water and any other water that collects in or runs off from the working face and/or areas with only daily cover or alternative daily cover (if authorized) material must be managed as contaminated water.

All contaminated water shall be managed as specified in Part III, Attachment 15, Section 1.0; Introduction; 1.1, Regulatory Requirements; and 3.0, Leachate Minimization Practices; and Part III, Attachment 6, Groundwater and Surface Water Protection/Drainage Plan; Sections 2.1, Surface Drainage Controls; 2.2, Minimization and Management of Contaminated Water; and 2.3, Management of Water that has Not Contacted Waste.

Additionally, the facility will be operated in accordance with provisions provided in the Site Development Plan, Part III, Section 4.0, Surface Water Protection, which states that the design and operation of the facility will not cause:

1. a discharge of solid wastes or pollutants adjacent to or into the water in the state, including wetlands, that is in violation of the requirements of the Texas Waster Code, §26.121.
2. a discharge of pollutants into waters of the United States, including wetlands, that violates any requirements of the Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, pursuant to §402 as amended.
3. a discharge of dredged or fill material to waters of the United States, including wetlands, that is in violation of the requirements under the Federal Clean Water Act, §404, as amended.
4. a discharge of a nonpoint source pollution of waters of the United States, including wetlands, that violates any requirement of an area wide or statewide water quality management plan that has been approved under the Federal Clean Water Act, §208 or §319, as amended.

FORMS

EXAMPLE

OPERATING RECORD ENTRY FORM

EXAMPLE

WILLIAMSON COUNTY RDF

OPERATING RECORD ENTRY FORM

Document	Document Date	Document Placed In OR File No.

EXAMPLE

WASTE CHARACTERIZATION DATA FORM

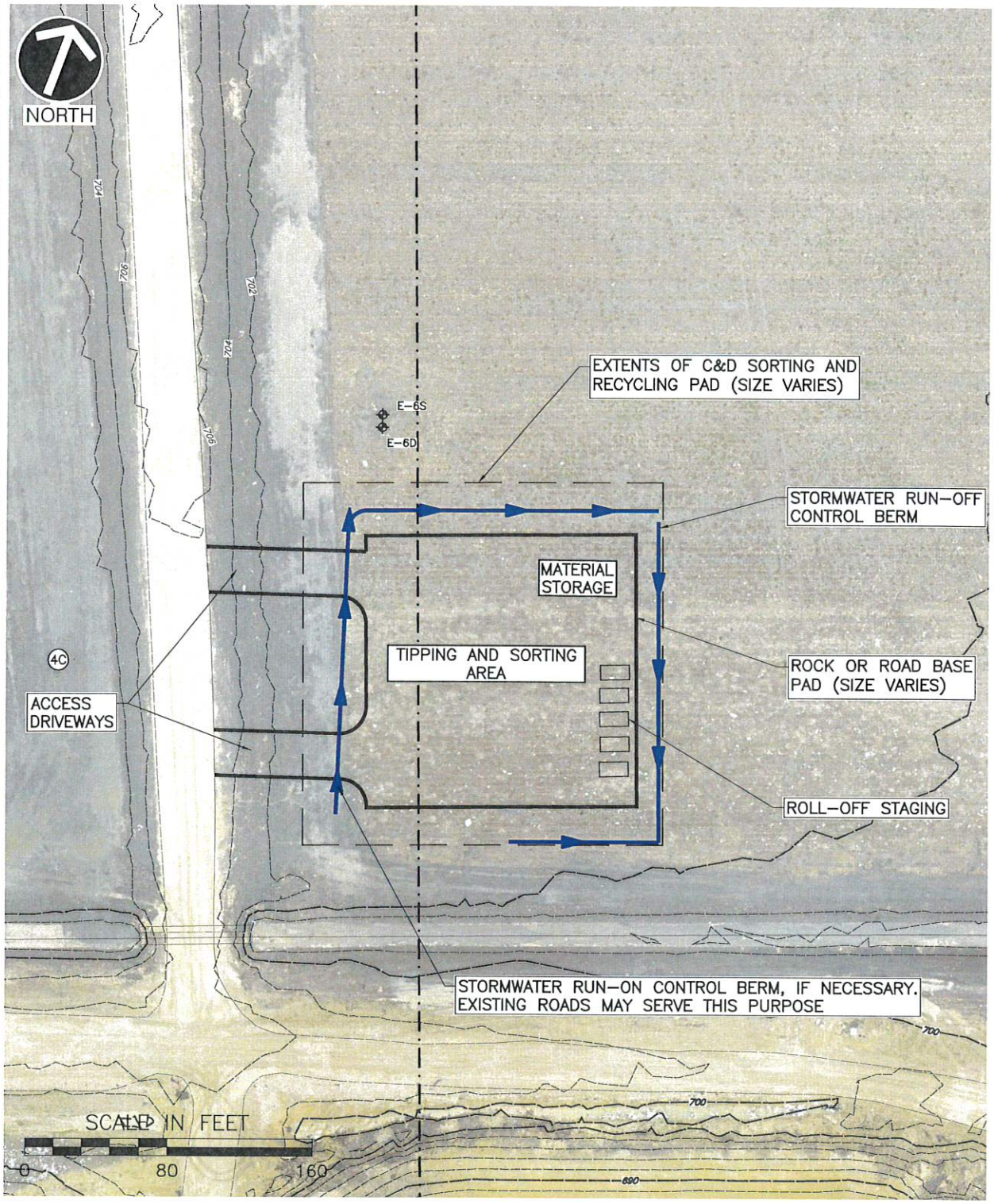
EXAMPLE

LOAD INSPECTION REPORT FORM

EXAMPLE

WASTE DISCREPANCY REPORT FORM

FIGURES



GENERAL NOTES

1. THE C&D SORTING AND RECYCLING AREA MAY BE PLACED ANYWHERE WITHIN THE LANDFILL PERMIT BOUNDARY THAT IS NOT CURRENTLY BEING USED FOR SOLID WASTE DISPOSAL.
2. THE LAYOUT SHOWN IS TYPICAL, BUT THE C&D SORTING AND RECYCLING PAD LAYOUT MAY BE ADJUSTED TO ACCOMMODATE EXISTING CONDITIONS AT THE SELECTED LOCATION.

LEGEND

- PERMIT BOUNDARY
- PERMITTED LIMIT OF WASTE
- CELL BOUNDARY (APPROXIMATE)
- 1000' SETBACK FROM F.M. 1660
- -60- EXISTING GROUND CONTOUR
- 3C CELL DESIGNATION
- 85 / SE SITE COORDINATE GRID
- + N 10,198,500 E 3,173,500 STATE PLANE COORDINATE GRID
- MW-06/E-1D MONITORING WELL/PIEZOMEMETER LOCATION

REFERENCES

EXISTING CONTOURS, PLANIMETRIC FEATURES AND AERIAL PHOTO FROM AERIAL SURVEY BY HYDREX ENVIRONMENTAL (DATE OF PHOTOGRAPHY: FEBRUARY 1, 2022).

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
9-15-23

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
Texas Registered Engineering Firm F-38
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WASTE MANAGEMENT - SOUTH TEXAS
WILLIAMSON COUNTY RECYCLING AND DISPOSAL FACILITY
WILLIAMSON COUNTY, TEXAS

TYPICAL C&D SORTING AND RECYCLING PAD LAYOUT

DATE:	AUGUST 2022
DRAWN BY:	JSC
DWG SCALE:	1" = 60'
CHECKED BY:	DRAFT
PROJECT NO:	324403.TCEQ
APPROVED BY:	*HAND SIGNATURE ON FILE DRAFT

DRAWING NO.: IV-C-1

D:\324403-0301\324-4031-1-P:\324-0301\324-4031-1-

APPENDICES

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SITE OPERATING PLAN
APPENDIX C-C&D SORTING AND RECYCLING PLAN

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
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~~DECEMBER~~SEPTEMBER 202~~2~~3

Inert construction and demolition materials such as brick, rock, sand, glass, concrete, etc. and non-inert construction and demolition materials such as wood, asphalt, and metal may be segregated from the incoming waste stream for onsite re-use or sent offsite for recycling. These materials will be processed at the designated C&D sorting and recycling area, which may be any area within the landfill permit boundary that is not currently being used for solid waste disposal. Since the sorting and recycling area will manage non-inert materials, stormwater run-on and run-off will be controlled in this area. A typical layout for the sorting and recycling area is shown on Figure IV-C-1.

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The construction and demolition waste deposited at the C&D sorting and recycling area will be separated by waste stream for recycling. Separation will be conducted by individual load (if waste material is homogenous), with site equipment, or by hand. Some of the waste streams will be taken directly to roll-off containers and shipped off-site to appropriate facilities to be further processed and recycled or reused, and others, such as wood mulch and concrete may be used on site for soil stabilization, soil enhancement, or for road construction. The C&D sorting and recycling area will remain free of putrescibles and household wastes. These inert and non-inert materials will continuously be reused for site operations or transported offsite for recycling, and there is no time limit on the storage of these materials. If a significant work stoppage should occur at the waste sorting and recycling area due to a mechanical breakdown or other causes, the facility shall accordingly restrict the diverting of solid waste and all incoming solid waste shall be directed to the active disposal area until the sorting and processing area is returned to operation.

All waste shall be stored in such a manner that it does not constitute a fire, safety, or health hazard or provide food or harborage for animals and vectors, and shall be contained or bundled so as not to result in litter. The site water truck may be used for extinguishing fires as detailed in Section 4.4 of this SOP. All employees working at or near the sorting and recycling area shall be trained on the requirements of the Fire Protection Plan included in Section 4.4.

Road base or rock access roads will be constructed as necessary to provide all-weather access to the sorting and recycling area. All-weather pads may also be constructed within the sorting and recycling area to allow for roll-off staging and material storage. Vehicle parking for equipment and employees will be provided. Employees will park near the landfill scalehouse, maintenance facility, or at the sorting and recycling area. Equipment can be parked adjacent to the storage or processing unit.

The sorting and recycling area will be inspected weekly to verify the integrity of the stormwater controls

and look for ponded water and accumulated litter or debris that needs to be collected.

SLQCP REDLINE PAGES

FOR PERMIT PURPOSES ONLY

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SOIL AND LINER QUALITY CONTROL PLAN

PART III, ATTACHMENT 10

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MAY 2005
TECHNICALLY COMPLETE: FEBRUARY 2006
REVISED: ~~DECEMBER 2022~~SEPTEMBER 2023

particle size as indicated in Section 3.11.2. Granular materials placed around collection pipes must have grain size compatible with the size of the holes in the collection pipes. Geosynthetic materials (i.e. geocomposite, geonet, and geotextiles) used in leachate collection layers must have the transmissivity and other properties as specified in the SDP.

4.2 Construction

Granular materials should be placed and spread using equipment and methods that minimize generation of fine material. Material placed over geomembrane or other geosynthetics should be placed as described in Sections 3.11.1. Granular materials should not receive any compaction other than that which is incidental to the placement and spreading process.

4.3 Quality Assurance Testing

Quality assurance testing on granular soils by the independent laboratory should consist of grain size (ASTM D 422) and permeability (ASTM D 2434) analysis conducted at a frequency of 1 per 3,000 yd^3 of material placed. Permeability testing requirements can be waived if it can be shown through correlation with the grain size analysis that the material easily meets the permeability criteria. All tests should be conducted on material after it has been placed to allow for any grain size reduction that may have occurred during the placement process. It is also recommended that the granular material be tested at its source for grain size (and permeability, if necessary) to pre-qualify the material prior to its use.

Granular material used in leachate collection layers must be tested for calcium carbonate content (using ASTM D 3042 or J&L Test Method S-105-89 or other appropriate method) by either the supplier or independent laboratory. The measured calcium carbonate content must not exceed 15%.

If chimney drains are not provided through the protective cover to the leachate collection system, permeability test must also be conducted on the protective cover to verify permeability no less than $1x10^{-4}$ cm/sec.

The manufacturer's test results for geosynthetic materials should be checked and verified by the GP to meet the minimum requirements for these materials established in the SDP.

HDPE Geomembrane and Geocomposites~~Geonet~~
Material Specifications



GEOSYNTHETIC MATERIAL SPECIFICATIONS

SINGLE-SIDED AND DOUBLE-SIDED GEOCOMPOSITES SPECIFICATIONS

PROPERTY	TEST METHOD	UNITS	SPECIFIED VALUES	MQC TESTING FREQUENCY	QUALIFIER
GEOTEXTILE COMPONENT					
TYPE			NON-WOVEN		
MASS PER UNIT AREA	ASTM D5261	OZ/YD^2	6	1 PER 100,000 FT^2	NORMAL
GRAB TENSILE STRENGTH	ASTM D4632	LBS	157	1 PER 100,000 FT^2	MINIMUM
TRAPEZOIDAL TEAR STRENGTH	ASTM D4533	LBS	56	1 PER 100,000 FT^2	MINIMUM
PUNCTURE STRENGTH	ASTM D6241	LBS	315	1 PER 100,000 FT^2	MINIMUM
APPARENT OPENING SIZE	ASTM D4751	SIEVE SIZE	70	1 PER 540,000 FT^2	MINIMUM
WATER PERMEABILITY	ASTM D4491	CM/S	1×10^{-2}	1 PER 540,000 FT^2	MINIMUM
UV RESISTANCE	ASTM D4355	PERCENT STR. RET. @ 500 HRS	70	PER FORMULATION	MINIMUM
GEONET COMPONENT					
POLYMER COMPOSITION	-	PERCENT	95% POLYETHYLENE	-	MINIMUM
THICKNESS	ASTM D5199	MILS	200	1 PER 100,000 FT^2	MINIMUM
TENSILE STRENGTH	ASTM D 5035	LB/IN	40	1 PER 100,000 FT^2	MINIMUM
DENSITY	ASTM D1505	G/CC	0.940	1 PER 100,000 FT^2	MINIMUM
CARBON BLACK CONTENT	ASTM D4218	PERCENT	2.0 TO 3.0	1 PER 100,000 FT^2	RANGE
MELT INDEX	ASTM D1238	G/10 MIN	1.0	1 PER 100,000 FT^2	MAXIMUM
GEOCOMPOSITE					
TRANSMISSIVITY(1)	ASTM D 4716	M^2/S	7.6×10^{-4}	1 PER 540,000 FT^2	MINIMUM

NOTES:

(1) TRANSMISSIVITY TEST SHALL BE PERFORMED AT: APPLIED STRESS OF 10,000 PSF (MIN.), GRADIENT OF 0.02, LOAD DURATION OF 15 MINUTES AND WITH TEST CONFIGURATION BETWEEN TWO STEEL PLATES.

(2) SPECIFIED TEST METHODS AND PARAMETERS MAY BE MODIFIED BY THE PROFESSIONAL-OF-RECORD (POR) TO BE CONSISTENT WITH CHANGES TO THE INDUSTRY STANDARD ASTM OR GRI METHODS AS THEY BECOME AVAILABLE.

ATTACHMENT 2 – CLEAN PAGES

(SOP AND SLQCP CLEAN PAGES)

SOP CLEAN PAGES

FOR PERMIT PURPOSES ONLY

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SITE OPERATING PLAN

PART IV

Prepared for:

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and

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MAY 2005
TECHNICALLY COMPLETE: FEBRUARY 2006
REVISION 1: AUGUST 2009
REVISION 2: OCTOBER 2009
REVISION 3: DECEMBER 2009
REVISION 4: JUNE 2011
REVISION 5: MARCH 2012
REVISION 6: DECEMBER 2015
REVISION 7: OCTOBER 2016
REVISION 8: AUGUST 2018
REVISION 9: SEPTEMBER 2023 (BY CEC, INC.)



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STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
9-15-23

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FORMS

Example Operating Records Entry Form
Example Waste Characterization Data Form
Example Load Inspection Report Form
Example Waste Discrepancy Report Form

FIGURES

Figure IV-1 Liquid Stabilization Basin Details
Figure IVC-1 Typical C&D Sorting and Recycling Layout



APPENDICES

A Alternate Daily Cover Operating Plan
A.1 Material Safety Data Sheets
B Regulated Asbestos Containing Material Handling Plan

C C&D Sorting and Recycling Plan

1.0 INTRODUCTION

This Site Operating Plan (SOP) has been prepared on behalf of Waste Management of Texas, Inc. (WMTX) and consists of procedures to be followed by the landfill personnel for day-to-day operations at the Williamson County Recycling & Disposal Facility (RDF), which is permitted as a Type I Municipal Solid Waste (MSW) facility that may also receive rubbish (i.e., construction and demolition debris, and other non-putrescible wastes and special wastes). This SOP is submitted to the Texas Commission on Environmental Quality (TCEQ) solely to address the requirements of 30 TAC §330.65 and §330.121 through 179 and does not include any additional authorizations with the exception of those additional items required by the MSW rules adopted March 2006 or as required by MSW Permit 1405B dated May 6, 2009. Pursuant to §330.121, the SOP, along with the site permit, the complete site development plan, and records specified in §330.125 shall be maintained in the Site Operating Record. The Williamson County RDF shall be operated in accordance with the requirements of this SOP and other applicable local, state, or federal regulations. The SOP shall be retained for the life of the facility to include the active life of the site and throughout the post-closure maintenance period.

All terms used in this SOP are as defined in 30 TAC §330.3, unless otherwise stated.

1.1 PRE-OPERATION NOTICE §330.123

The permitee shall provide written notice in the form of a Soils and Liner Evaluation Report (SLER) and/or Geomembrane Liner Evaluation Report (GLER) detailing the final construction and lining of a new disposal area or sector. The reports shall be submitted to the TCEQ for review 14 days prior to the placement of any waste. If verbal or written response from the TCEQ is not provided by the end of the 14th day following TCEQ receipt of the report(s), the operator may begin placing waste.

1.2 RECORDKEEPING REQUIREMENTS §330.125

A copy of the facility permit, the site development plan, the site operating plan, the final closure plan, the post-closure care plan, the landfill gas management plan, and any other required plan or other related document shall be maintained at the municipal solid waste facility.

The owner or operator shall within seven working days of completion or receipt of new data, as appropriate, place the following information in the site operating record:

- Any and all Location Restriction Demonstrations;
- Inspection records, training procedures, and notification procedures relating to excluding the receipt of prohibited waste;
- All results from gas monitoring and any remediation plans relating to explosive and other gases;
- Any and all unit design documentation for the re-circulation of leachate or gas condensate into the landfill;
- Any and all demonstrations, certifications, findings, monitoring, testing, and analytical data relating to groundwater monitoring and corrective action;
- Closure and post-closure care plans, and any monitoring, testing, or analytical data relating to post-closure requirements;
- Any and all cost estimates and financial assurance documentation relating to financial assurance for closure and post-closure;
- Any and all information demonstrating compliance with the small community arid exemption criteria as detailed in 30TAC§330.5(b);
- Copies of all correspondence and responses relating to the operation of the facility, modifications to the permit, approvals, and other matters pertaining to technical assistance;
- Any and all documents, manifests, shipping documents, trip tickets, etc. involving special waste;
- For any spray-applied alternative daily cover (ADC) material, records of the application rate and total amount ADC applied to the working face on those days in which ADC is applied; and
- Any other document(s) as specified by the approved permit or by the executive director.

Recordkeeping requirements and recommendations are further summarized on the table below:

Recordkeeping Requirements and Recommendations

RECORDS NEEDED	FREQUENCY	RULE CITATION
Location Restriction Demonstrations	Submittal of Permit Application	330.125(b)(1)
Prohibited Waste Inspection Records, Training and Receipt Notification Procedures	Per Occurrence	330.125(b)(2)
Gas Monitoring Results	Quarterly	330.125(b)(3); 330.159
Remediation Plans for Explosive and Other Gases	Per Occurrence	330.125(b)(3)
Unit Design Documentation for Leachate or Gas Condensate Placement	As Required	330.125(b)(4)
Groundwater Monitoring and Corrective Action Demonstration, Certification, Monitoring, Testing & Analytical Data	Per Occurrence	330.125(b)(5)
Closure and Post-Closure Care Plans	Submittal of Permit Application	330.125(b)(6)

Post-Closure Monitoring, Testing and Analytical Data	Per Occurrence	330.125(b)(6)
Cost Estimates and Financial Assurance Documentation for Closure and Post-Closure	Annually	330.125(b)(7)
Facility Operation, Permit Modification, Approvals, and Technical Assistance Correspondence & Responses	Per Occurrence	330.125(b)(9)
Special Waste Manifests, Trip Tickets and All Other Documents Relating to Special Waste	Per Occurrence	330.125(b)(10)
Records of the Application Rate and Total Amount of of ADC Applied to the Working Face for any Spray-Applied Alternative Daily Cover	Per Occurrence	330.125(b)(11)
Other Documents Specified in the Permit or by the Executive Director	As Needed	330.125(b)(12)
Personnel Training Records per 335.586(d)-(e)	As Needed	330.125(e)
Personnel Operator License	As Needed	330.125(f)
Annual Waste Acceptance Rate Documentation	Annually	330.125(h)
Quarterly Solid Waste Summary Report	Quarterly	330.675
Annual Solid Waste Summary Report	Annually	330.675
Unauthorized Material Removal	Per Occurrence	330.133(b)
Landfill Marker Inspections	Weekly	330.143
Landfill Gas Management Reports and Submittals	Per Occurrence	330.159
Cover Inspection Record	Daily	330.165(h)
RACM Acceptance Records	Per Occurrence	330.171(b)(3)(B)
Site Access Road Records	Weekly	Section 4.16
Access Control Inspections and Maintenance	Weekly	Section 4.5
Notices for Access Control Breaches and Repairs	Per Occurrence	Section 4.5
Fire Occurrence Notices	Per Occurrence	Section 4.4
Ponded Water Records	Weekly	Section 4.23
Site Inspection and Maintenance Records	Per Occurrence	Section 4.5
Daily Log of Litter and Debris Pickup along Public Road	Daily	Section 4.12
Additional Temporary Operating Hours	As Needed	330.135(c)

The facility will maintain training records in accordance with 30 TAC 335.586(d) and (e), as follows:

1. The job title for each position at the facility related to waste management, and the name of the employee filling each job;
2. A written job description for each position listed under Paragraph (1). This description must include the requisite skill, education, or other qualifications, and duties of employees assigned to each position;
3. A written description of the type and amount of both introductory and continuing training that will be given to each person filling a position listed under paragraph (1); and
4. Records that document that the required training or job experience has been given to, and completed

by, facility personnel.

Training records on current personnel will be kept until closure of the facility and training records on former employees must be kept for at least three years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the same company.

A designated manager with supervisory responsibility over the facility shall maintain a Class A operator licenses in accordance with 30 TAC 30, Subchapter F (30 TAC §30.201 to .212).

Annual Waste Acceptance Rate: The facility shall maintain records to document the annual waste acceptance rate for the facility. Documentation will include maintaining the quarterly solid waste summary reports and the annual solid waste summary reports required by 30 TAC 330.675 in the operating record. In accordance with §330.125(h), whenever the waste acceptance rate as established by the sum of the previous four quarterly summary reports exceeds the current operating rate upon which equipment and personnel staffing has been based, and the waste increase is not due to a temporary occurrence, the Landfill Manager shall make changes in personnel and equipment as specified in Table A - Williamson County RDF Waste Volume Equipment Schedule to ensure that the site personnel and equipment necessary to safely manage the waste are available. If the volume of waste increase is beyond the scope described in this permit application, an application to modify the permit, including the revised estimated waste acceptance rate within 90 days of the exceedance as established by the sum of the previous four quarterly summary reports will be submitted to the ED. The permit modification application will propose any needed changes in the site operating plan necessary to manage the increased waste volume in terms of equipment, and manpower to protect public health and the environment that are beyond the scope addressed in the current approved permit application. The increased waste acceptance rate may justify requiring permit conditions that are different from or absent in the existing permit.

Records Management System

It shall be the responsibility of the landfill manager to maintain the facility operating record. All required records will be retained in either a hard copy or electronic format in the facility operating record.

All information contained in the operating record shall be available for inspection upon request. The permitee shall retain the different plans required for the facility and all information contained within the Operating Record, for the life of the facility, including the post-closure care period.

Documents will be added to the operating record within seven working days of completion of the item or receipt of analytical data. In accordance with §330.125(g), the executive director may set an alternate recordkeeping and notification schedule.

All operating record files that are older than five (5) years, may be stored at an alternate off-site location. The alternate off-site location will be recorded in the site operating record. Records approved for storage off-site will be made available for review within 72 hours of a request.

2.0 PERSONNEL §330.127(1)

The landfill personnel shall include, at a minimum, a landfill manager, two equipment operators, a gate attendant, and at least one laborer for other assigned tasks. The organizational chart at the end of this section provides the positions and chain-of-command of personnel necessary to operate the facility.

Landfill Manager

The landfill manager, or designated alternate (hereinafter referred to singularly as the landfill manager), shall be responsible for all activities at the landfill and shall be the designated contact person for regulatory compliance matters. The landfill manager shall provide onsite management of the landfill operations. The landfill manager shall have the authority and responsibility to reject unauthorized loads, require unauthorized materials to be removed by the transporter and/or assess appropriate surcharges, and have the unauthorized material removed.

The landfill manager will be responsible for ensuring compliance of day-to-day operations with Texas Commission on Environmental Quality (TCEQ) operating requirements and with the Site Operating Plan. In addition, the landfill manager will oversee all construction activities. The landfill manager will ensure adequate staffing to provide facility operation in accordance with the Site Development Plan (SDP), the SOP, and the TCEQ regulations, and will supervise equipment operators, gate attendants and laborers, and assign duties as necessary. The landfill manager will be responsible for fire protection training of landfill employees according to Section 4.4 of this plan. The landfill manager will be responsible for inspection and/or maintenance of all equipment and operating systems required under the permit (i.e., leachate collection system, methane gas collection system, etc.). The landfill manager will serve as the emergency contact and coordinator for the facility, and will be responsible for maintaining the Site Operating Record and required logs. The landfill manager must be experienced with and have the aptitude to implement operational aspects of solid waste disposal operations including knowledge of relevant regulations and

permit requirements, waste-handling and safe management practices for disposal of municipal solid waste, health and safety, and waste identification. At a minimum, the landfill manager, will be an experienced manager and will maintain a Class A license as defined in 30 TAC §30.210.

Equipment Operator

Equipment operators shall be trained in the safe operation of landfill vehicles and heavy equipment. Duties to be performed may include spreading and compacting waste and cover soil as needed for the placement and containment of waste, maintaining access roads, establishing and maintaining stormwater drainage, excavation of soils, and construction activities in accordance with the SDP. The equipment operators shall also be responsible for daily inspection of equipment for operational and safety conditions. The equipment operators shall visually observe waste loads as they are placed to help ensure that prohibited wastes are not deposited within the unit. If prohibited wastes are observed, the equipment operators shall immediately notify the landfill manager. The equipment operators shall also assist other landfill personnel in fire protection operations, moving of litter fences, and other duties as directed by the landfill manager.

The minimum qualifications for an equipment operator include a demonstrated proficiency in the operation of heavy equipment and the ability to comprehend and implement the training included in Section 4.1, Personnel Training.

Gate Attendant

The gate attendant(s) shall be responsible for monitoring, documenting and measuring incoming waste and collection of appropriate fees. Duties may include selection of random loads for waste inspections in accordance with Section 4.2 of this plan, and directing waste loads to the appropriate disposal area(s). The gate attendant will be trained in safety procedures and the identification of prohibited wastes. If prohibited wastes are observed, the attendant shall not allow the waste into the landfill and shall immediately notify the landfill manager.

The minimum qualification for a scalehouse attendant includes a demonstrated ability to communicate with the customers and the ability to comprehend and use the scalehouse equipment (i.e., scales, computers, etc.) and the training included in Section 4.1, Personnel Training.

Laborer

Landfill laborers shall have responsibilities as directed by the landfill manager. These duties may include on and off site litter control, fire protection operations, dust control, inspection and maintenance of

perimeter fences and gate(s) and litter fences and other duties as necessary. Appropriate training will be provided commensurate to the duties and responsibilities of the laborer(s).

The minimum qualifications for a laborer include a demonstrated ability to comprehend the training included in Section 4.1, Personnel Training.

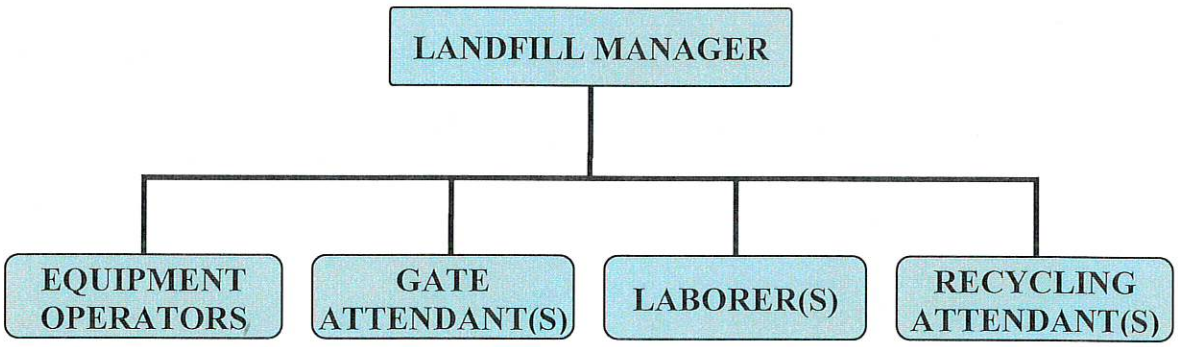
Recycling Facility Attendant

The recycling facility attendant is necessary only if the recycling facility is being operated. The recycling facility is an optional facility.

Recycling facility attendants shall have the responsibility of monitoring the incoming recyclable materials, directing the citizens to the correct drop-off locations of the recyclable materials, maintaining the recycling center, and other responsibilities as directed by the landfill manager. These duties may include on-site litter control, fire protection operations, dust control, inspection and maintenance of perimeter fences and gate(s) and other duties as necessary. Appropriate training will be provided commensurate to the duties and responsibilities of the recycling facility attendant(s).

The minimum qualifications for a recycling facility attendant include a demonstrated ability to communicate with the customers and the ability to comprehend and use the recycling facility equipment (i.e., bailer, forklift, etc.) and demonstrated ability to comprehend the training included in Section 4.1, Personnel Training.

WILLIAMSON COUNTY RECYCLING AND DISPOSAL FACILITY ORGANIZATIONAL CHART



3.0 EQUIPMENT §330.127(2)

Heavy equipment available for day to day operations of the disposal areas shall consist of at least one landfill compactor, one dozer (Caterpillar D-8 minimum or equivalent), earth moving equipment (621E Caterpillar Scraper minimum or equivalent or excavator and dump truck(s)), one motor grader (CAT FG 85 or equivalent) and a water truck. When major repairs to heavy equipment are needed, the landfill operator or contractors will make additional equipment of similar size and function available.

The landfill compactor shall be a wheeled compactor with a minimum weight of 40,000 pounds with appropriate cleats for sufficient compaction of wastes. The dozer shall be capable of spreading MSW waste and soils for cover, and performing construction maintenance of on-site roads. The water truck shall be used for spreading water for dust control and fire prevention/protection. The earth moving equipment (i.e., loader and dump truck and/or scraper) shall be capable of moving sufficient volumes of soil as necessary. For additional information regarding the number, size, and capacities of the equipment, see Table A, Williamson County RDF Waste Volume Equipment Schedule. In addition to the required equipment listed in the table below, miscellaneous pickups, and/or other light utility vehicles as well as various portable water pumps, instruments, and safety and training equipment will be on-site as necessary. The pickup truck shall be used to haul landfill personnel within the site to conduct site duties and collect wind blown and spilled litter (both on and off site). The portable pump shall be used for pumping stormwater from excavations and from ponded areas.

The optional recycling center may have a bailer, fork lift and/or front end loader at the facility's option.

TABLE A
Williamson County RDF
Waste Volume Equipment Schedule

	Waste Acceptance Rate (Tons Per Day)					
	0 - 1940 (yrs 1 - 8)	**1941 - 2981 (yrs 9 - 21)**	**2982 - 5821 (yrs 22 – 40)**	**5822 - 6753 (years 41 - 45)**	**Minimum Size**	**Function**
Compactor	1	2	3	4	CAT 836 or equivalent	Waste and soil spreading and compaction
Dozer	1	2	3	4	CAT D8 or equivalent	Waste spreading, soil spreading and compaction
Scraper	1	2	2	2	10 to 20 cy capacity, various makes	Transportation of cover soil, excavation of new cells (may be replaced by excavator and dump trucks)
Excavator	1	1	1	1	Various makes	Excavation of new cells (in tandem with dump truck(s), instead of scraper)

Dump Truck	1	2 or more	2 or more	2 or more	10 to 15 cy capacity, various makes	Transportation of cover soil (in tandem with excavator, instead of scraper)
Maintainer	1	1	1	1	Various makes	Grading of access roads
Water Truck	1	1	1	1	2,000 gallon, various makes	Dust control, fire fighting support
Temporary Litter Fencing	1	1	2	2	200 feet four feet high	Active face litter control
Rotary Broom	1	1	1	1		Sweep roads

Notes:
1. The years shown under the waste acceptance rates are based on the following assumptions:
   a. Volumes are calculated by the combined efforts of a D8 dozer and an 836 Compactor handling 215.6 tons per hour.
   b. The tons per day are based on a 9 hour work day.
2. Daily waste acceptance rates used to estimate equipment and manpower needs are based on historic annual waste acceptance rate determined by the sum of the previous 4 consecutive quarters divided by the number of days the site was open during the previous 4 consecutive quarters.

See also section 4.4.2 Fire Protection Plan, Operating Standards for additional equipment requirements.

4.0 GENERAL INSTRUCTIONS §330.127(3)

The operational procedures outlined in this SOP will be followed and will be considered a part of the operating record of this MSWLF facility. This facility is designed for Type I MSW disposal and consists of separate phases. Each phase will be constructed as the operations advance.

Operations will be conducted in a professional manner by qualified and trained personnel. Operational objectives will consist of placing the maximum amount of waste in a specified area, and operating the site in compliance with the TCEQ regulations, the site permit, and the SOP.

The following Facility Operations, Inspection, and Maintenance listing includes general instructions that the operating personnel will follow concerning the operational requirements of the facility.

DESCRIPTION OF ACTIVITY	TASK	FREQUENCY	INSPECTOR	INSPECTION DOCUMENTATION
Entrance Gate and Perimeter Fences	Conduct gate and perimeter fence inspection for any breach that has occurred. If breach occurs, follow procedures specified in Section 4.5.	Weekly	Landfill Manager or Designee	Note status on Access Inspection Log, maintain in SOR
Cover Application Record	Record date of cover, how it was accomplished, and the last area covered, according to 330.165.	Daily	Landfill Manager or Designee	Document all cover application, sign form and maintain as part of SOR
Perimeter Drainage Channel and Pond Maintenance	Inspect channels for litter and debris, clear flowline. Inspect detention ponds for damage.	Daily	Landfill Manager or Designee	Document, maintain as part of SOR
Random Load Inspection	Conduct inspection of selected vehicle to ensure that no unauthorized wastes are in the load.	Daily as specified in Section 4.2.3	Landfill Manager or Designee	Place completed Random Load Inspection Report in SOR
Unauthorized Material Removal	Document removal of unauthorized materials from the landfill.	Per Occurrence	Landfill Manager or Designee	Complete Unauthorized Material Removal form and place in SOR
Leachate Collection System	Measure depth of leachate in sumps, storage tanks, and record volume of leachate removed from site.	Quarterly, monthly, or more frequently as necessary to maintain levels compliant with permit conditions and as described in the Site Development Plan, Section 3.2, Leachate Collection System.	Landfill Manager or Designee	Complete documentation and place in SOR
Paint Filter Test	Conduct paint filter test on each basin of stabilized materials	Per Occurrence	Landfill Manager or Designee	Maintain paint filter test log as part of SOR
Final Cover Inspection	Inspect final cover for erosion, damage to drainage structures.	Weekly and after a rainfall event resulting in runoff	Landfill Manager or Designee	Complete documentation and place in SOR
On-site Litter Collection	Inspect site for litter. Collect litter on a daily basis and return to the working face for proper disposal.	Daily	Landfill Manager or Designee	Complete documentation and place in SOR
Mud and Debris Cleaned from Public Roads	Inspect public roads for evidence of mud and debris tracked from the site	Daily during periods of inclement weather	Landfill Manager or Designee	Complete documentation and place in SOR
Fire Extinguishers/Fire Fighting Equipment	Inspect all fire extinguishers and/or fire fighting equipment, promptly repair or replace defective equipment.	Annually	Landfill Manager or Designee	Properly mark tags on fire extinguishers, document results of equipment inspections, place in SOR
Markers and Benchmarks	Inspect markers and benchmark for damage. Replace removed or destroyed markers within 15 days of removal or destruction.	Monthly	Landfill Manager or Designee	Complete documentation and place in SOR
Roadway Regrading	Inspect on site access roadways to	Monthly	Landfill Manager	Complete documentation

	ensure a clean and safe condition		or Designee	and place in SOR
Site Signs	Inspect all site signs for damage, general location, and accuracy of posted information	Weekly	Landfill Manager or Designee	Complete documentation and place in SOR
Odor	Inspect the perimeter of the site to assess the performance of site operations to control odor	Daily	Landfill Manager or Designee	Document and maintain as part of SOR
Ponded Water	Inspect site for potential ponding of water and ponded water. Fill and grade low areas as soon as practical.	Weekly	Landfill Manager or Designee	Complete documentation and place in SOR

4.1 PERSONNEL TRAINING §330.127(4)

It will be the responsibility of the permitee to ensure that the landfill manager at the site is knowledgeable in the proper operation of a municipal solid waste landfill and the current operational standards required by the TCEQ. The landfill manager will be an experienced manager and will maintain the required license as defined in 30 TAC §30.210. It will be the responsibility of the landfill manager to ensure that all landfill personnel are properly trained and are operating the landfill in accordance with this SOP and operational standards required by the permit and the TCEQ municipal solid waste regulations.

Training for personnel will be ongoing and will be directed by a person trained in waste management procedures. Facility personnel will be instructed in the required waste management procedures, including contingency plan implementation, relevant to the positions in which they are employed. At a minimum, the training program will ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including, where applicable:

- Procedures for notifying appropriate personnel in the event of an emergency
- Training in use of facility emergency response and monitoring equipment;
- Communications or alarm systems;
- Training in response to fires or explosions, hot loads, hazardous weather conditions, etc.; and
- Shutdown of operations.
- New employees will receive a comprehensive overview of landfill operations and specific training commensurate with their position, focusing on information that is necessary to protect the health and welfare of the new employee and enable them to perform their duties in accordance with this SOP, the operational standards required by the permit and the TCEQ municipal solid waste regulations.

Following the initial training, the additional employee training will continue in the form of periodic on-the-job training. Training meetings will be scheduled and conducted for employees approximately monthly. Topics for training may vary depending on job requirements.

The landfill manager, equipment operators, gate attendants, laborers, and recycling facility attendants are trained in the contents of this SOP and other topics as described in the following table:

	Training															
Position	**Job Description**		Site Orientation	Site Operations	Endangered Species	Haz. Waste Id.	Safety (job specific)	Fire Prevention	Load Inspection	Prohibited Wastes	SPCC	Emergency Response	Litter Control	Random Inspection	SWPPP	Leachate System Maintenance	Asbestos
Landfill Manager	Responsible for all activities Ensure adequate staffing Inspections		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Gate Attendant	Take receipts Screen and some load inspection Direct vehicles to unloading area		X		X		X	X	X	X		X		X			X
Equipment Operator	Compact waste Visual inspection of loads Unauthorized waste Apply daily cover		X		X	X	X	X	X	X	X	X		X		As Assigned	X
Laborer	As assigned		X		X		X	X				X	X				
Recycling Facility Attendant	Recycling center operations Screen and load inspection		X		X	X	X	X	X	X		X	X				X

More detailed written descriptions of the type and amount of introductory and continued training provided to each employee will be maintained in the facility operating record.

Facility personnel must take part in an annual review of their initial training in accordance with §335.586(c).

Documentation of training will be placed in the site operating record.

4.2 CONTROL OF PROHIBITED WASTE §330.127(5)

WMTX will continue to implement a comprehensive program for waste screening that minimizes the potential for inadvertent acceptance of prohibited wastes. The program consists of four primary elements as follows:

1. Special/Industrial Waste Screening Program: prescreening customers bringing special waste and industrial waste to the facility. A detailed description of the special waste screening process is provided in the following Section.
2. Random Load Inspections: The facility will implement a minimum of 4 random load inspections per week.
3. Prohibited Waste Training Program: Training will be provided to Gatehouse personnel and Equipment Operators annually on prohibited waste recognition. This training plan is described in more detail in the following sections.
4. Gatehouse Waste Screening Program: During hours of operation, the gatehouse will be staffed with at least one gate attendant. The attendant will screen incoming residential customers to help ensure that no prohibited wastes are being brought to the landfill. In addition, the facility will provide a sign in a conspicuous location that will list waste that are prohibited for acceptance at the landfill. Detailed description of the Gatehouse Waste Screening Procedures is described in detail in the following sections.

These proactive policies minimize the potential that hazardous or otherwise unacceptable waste will be received by the site for disposal. Implementation of the program provides protection from the potential dangers that prohibited waste could pose to employees, the public, or the environment through improper management, and serves as a hazardous waste and PCB waste screening mechanism that minimizes the potential of these waste streams entering the landfill. These programs specifically require pre-acceptance screening procedures be followed to determine if a particular waste is non-hazardous and to determine the acceptability of the waste pursuant to facility permit conditions, applicable regulations, and operating capabilities. These programs are implemented in a number of ways, including review of waste streams prior to acceptance, monitoring under the supervision of qualified site personnel of waste arriving at the gate, and observance of the waste being disposed of at the working face by equipment operators.

The following sections discuss in detail the methods and procedures that will be used to control prohibited wastes at the site.

4.2.1 Detection and Prevention of the Disposal of Regulated Hazardous Waste

Regulated hazardous waste, as defined in 40 CFR Part 261, polychlorinated biphenyls (PCB) wastes as defined in 40 CFR Part 761, and wastes listed under 30 TAC §330.15(e), and other wastes specifically excluded for acceptance (e.g., Class 1 nonhazardous industrial waste) will not be accepted at the facility, with the exception of regulated hazardous waste from Very Small Quantity Generators (VSQG). Procedures to detect and prevent these types of wastes from entering the site include:

- Informing facility customers of prohibited wastes by posting one or more signs at the facility entrance listing prohibited wastes;
- Providing customers (regular and on-time or occasional) with a written list of prohibited wastes;
- Providing vehicle drivers of incoming waste from transfer stations and transfer station operators with a written list of prohibited waste;
- Screening of waste streams prior to acceptance;
- Random inspections of incoming loads in accordance with procedures described in Section 4.2.3;
- Rejecting loads that are suspected of containing prohibited waste;
- Trained staff observing each load that is disposed of at the facility;
- Maintaining records of all inspections;
- Training for appropriate facility personnel responsible for inspecting or observing loads to recognize prohibited waste, including regulated hazardous waste or PCB waste;
- Notification of the Executive Director of any incident involving the receipt or disposal of a regulated hazardous waste or a PCB waste at the landfill; and
- Remediation of any prohibited waste, regulated hazardous waste or PCB waste discovered at the site in accordance with Section 4.2.4.

4.2.2 Prohibited Wastes

The acceptance and disposal of the following prohibited wastes will not be allowed at this site:

- Regulated Hazardous Waste other than from Very Small Quantity Generators (VSQG). Municipal hazardous waste form a VSQG may be accepted; provided the generator provides a certification that it generates no more than 220 pounds of hazardous waste per calendar month.
- Polychlorinated Biphenyls (PCBs) as discussed in Section 4.2.1.
- Class 1 Industrial Waste with the exception of wastes which are Class I only because of asbestos content.

- Do-it-Yourself (DIY) used motor vehicle oil - per §330.15(e)(2), shall not be intentionally or knowingly accepted for disposal.
- Lead acid batteries - per §330.15(e)(1), shall not be intentionally or knowingly accepted for disposal.
- Whole used or scrap tires- per §330.15(e)(4), shall not be accepted for disposal.
- Items containing chlorinated fluorocarbons (CFC's), such as refrigerators, freezers, and air conditioners, will only be accepted at the site if the generator or transporter provides written certification that the CFC has been evacuated from the unit and that it was not knowingly allowed to escape into the atmosphere. The site operator will verify that the refrigerant has been evacuated from the appliance or shipment of appliances previously. Such verification must include a signed statement from the person from whom the appliance or shipment of appliances is obtained that all refrigerant that had not leaked previously has been recovered form the appliance or shipment of appliances in accordance with 40 CFR §82.156(g) or (h) as applicable. This statement must include the name and address of the person who recovered the refrigerant and the date the refrigerant was recovered or a contract that refrigerant will be removed prior to delivery. The facility will notify persons who may deliver such items of the requirement to verify evacuation of refrigerant by signage or letter.
- Liquid waste (any waste material that is determined to contain "free liquids" as deemed by EPA Method 9095 (Paint Filter Test), as described in "Test Methods for Evaluating Solid Wastes, Physical Chemical Methods" (EPA Publication Number SW-846) shall not be disposed of unless it is:
    - Bulk or noncontainerized liquid waste that is:
        - Household waste other than septic waste; or
        - Leachate or gas condensate derived from the Williamson County Recycling & Disposal Facility managed and disposed of in accordance with the Leachate and Contaminated Water Management Plan presented as Attachment 15 of Part III of the Site Development Plan.
    - Contained liquid waste and
        - The container is a small container similar in size to that normally found in the household waste;
        - The container is designated to hold liquids for use other than storage;
    - Or the waste is a household waste.
- Used oil filters from internal combustion engines - per §330.171(d).

- And the following special wastes without prior approval from TCEQ and accompanied with the relevant analytical test results, material safety data sheets (SDS) documents, or process knowledge documents:
    1. Septic tank pumpings which have been stabilized and have passed the paint filter test;
    2. Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 CFR, Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR Part 261.33(e) or (f);
    3. Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
    4. Incinerator ash;
    5. Light ballasts and/or small capacitors containing PCB compounds with a PCB content of less than 50 parts per million;
    6. Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility permitted under 30 TAC 330;
    7. Waste generated outside the boundaries of Texas that contains (a) any industrial waste, (b) any waste associated with oil, gas, and geothermal exploration, production, or development activities, or (c) any item listed as a special waste in this section; and
    8. Any waste stream other than household or commercial garbage, refuse, or rubbish.

Landfill personnel will check for indications of prohibited waste as detailed below.

One of the most important means to control the disposal of prohibited waste at the landfill is by the control of access into the facility by unauthorized vehicles. This issue is addressed in Section 4.5 of this operating plan (Access Control). Facility personnel will be trained to inspect vehicles and identify regulated hazardous waste, polychlorinated biphenyl (PCB) waste and any prohibited waste described above. At a minimum, the gate attendant and equipment operators at the working face will be trained in screening and inspection procedures for prohibited waste. The personnel will receive on-the-job training basis by the landfill manager. Records of employee training on prohibited waste control procedures will be maintained in the facility site operating record.

Additionally, the facility will inform customers of prohibited waste restrictions by posting one or more signs at the facility entrance listing prohibited wastes.

If landfill personnel suspect prohibited waste is present in an incoming load, then that load will be directed to an area out of the flow of traffic, and the trained personnel will further assess the load. If the load is determined to contain prohibited waste, or if there is any suspicion that it may contain a prohibited waste, the load will be rejected and directed back to the generator. Documentation of the inspection will be placed in the site operating record within seven working days. The documentation will include the date, time, name of the inspector(s), type of inspection/screening (i.e., suspected prohibited waste), transporter/generator information, and waste information. This documentation may be provided in a waste discrepancy report. A typical form is included in this SOP.

Municipal hazardous waste from a very small quantity generator may be accepted, provided the amount of waste does not exceed 220 pounds per month per generator.

Landfill gate attendants will be trained to help recognize incoming loads that are potential sources of prohibited waste such as microelectronics manufacturers, electronics companies, metal plating industry, automotive and vehicle repair service companies, and dry cleaning establishments.

4.2.3 Random Inspections (30 TAC §330.127(5)(A) & (D))

WMTX's special waste acceptance procedures provides for the pre-screening of all commercial customers bringing industrial or special waste to the landfill. This has been and will continue to be an essential element to preventing the acceptance or disposal of prohibited wastes. An additional element in preventing the acceptance or disposal of prohibited waste is random inspections. The gate attendant or other designated landfill personnel will randomly select a minimum of four vehicles per week (including compactor vehicles) for inspection, notify the equipment operator, and direct the selected load to the area of the working face. Once the selected load arrives at the working face, the equipment operator will direct the vehicle to a separate but adjacent location on the working face and out of the flow of normal disposal traffic. The driver will be instructed to discharge the load onto the ground. At this point, a trained individual will visually inspect the contents of the load and document the presence of any prohibited waste observed. The Load Inspection Report Form will be used to document results of the random load inspection. If prohibited waste is observed, it will be returned to the transporter and the transporter will be instructed as to which facilities are permitted to accept the prohibited waste. The executive director will be notified of any incident involving the receipt or disposal of regulated hazardous waste or PCB waste at the landfill.

Loads that are excluded from random inspections are:

- Waste from transfer stations, providing that the transfer station is permitted or registered by the TCEQ and conducts random screening;
- Liquid waste; and
- Asbestos waste.

Following waste inspections, documentation of the inspection will be placed in the site's operating record within 7 days. The documentation will include information such as the date and time of inspection, name and signature of inspector(s), type of inspection/screening (i.e., random screening, suspected unauthorized waste, etc.), transporter/generator information (including hauling company name and license plate number), source of waste, contents of load as reported by driver, contents of load as observed by inspector, and approval or disapproval of the load. This type of documentation may be provided on a waste inspection/screening form such as the ones included at the end of this SOP. This inspection report will be placed in the site operating record within 7 days of the inspection.

The number of random load inspections is justified given that the random load inspection program is one of several safeguards in place at the facility to identify, screen, and prevent the disposal of prohibited wastes. As discussed, providing customers with information about prohibited wastes, reviewing proposed waste streams prior to acceptance, inspecting suspicious loads, and observing the unloading and disposal at the working face are used along with the random load inspections. Also, waste received from transfer stations is already subject to visual inspections and random screening prior to arrival at the facility.

4.2.4 Prohibited Waste Remediation Plan (30 TAC §330.127(5)(E))

Remediation procedures may range from rejecting the load at the gate, loading prohibited waste back onto generator's vehicle to loading waste in an onsite container, tarping, testing, and removal of the waste to an off-site approved facility. Upon determination that a waste is a prohibited waste and will not be accepted, the landfill operator will make arrangements for returning such waste to the generator and/or coordinating transportation to a facility approved for the specific waste in question. Drums will be marked appropriately with words for the type of prohibited waste it contains, such as "Hazardous Waste" or "PCBs". Remediation procedures for the incident will be documented and included in the facility operating record within 7 days.

4.3 OTHER SITE ACTIVITIES

Other site activities may arise that are not discussed in this plan. The landfill manager has responsibility for on the job training of those activities and ensuring that they are conducted as required by the site permit, TCEQ regulations, or any other local, State or federal regulation. Some of these activities are briefly discussed below.

4.3.1 Liquids Restrictions

The landfill shall not accept bulk or non-containerized liquid waste unless it is household waste other than septic waste. The restriction of bulk or non-containerized liquids, with the exception of household waste other than septic waste, is intended to control a source of leachate. Liquid waste refers to any waste that is determined to contain free liquids by using U.S. Environmental Protection Agency (EPA) Test Method 9095B-paint filter liquids test.

The facility may recirculate leachate or gas condensate waste into active cells with composite liners, as detailed in Part III, Attachment 15, Leachate and Contaminated Water Management Plan. Containers holding liquid waste shall not be placed in the landfill unless they are small containers of household waste. The facility shall not accept bulk liquids, such as tank trucks of liquid waste, for disposal.

The facility may accept liquid sludges, grease trap waste, and liquid waste from other municipal sources for processing in accordance with Section 4.24, Disposal of Special Waste.

4.3.2 Pond and Ditch Maintenance

Periodically, as directed by the landfill manager, site drainage ditches and storm water ponds may require maintenance and/or cleaning to ensure that they function as intended. The required maintenance may be conducted by site personnel or by a contractor. The maintenance may consist of cleaning up litter and/or small brush/limbs to excavating and removing silt deposits. The amount of maintenance will be determined by the landfill manager, as required to maintain the functionality of the drainage feature(s).

4.3.3 Leachate System Maintenance

It will be the responsibility of the landfill manager to ensure that the leachate collection system remains in

good working order. As leachate systems are installed for new cell constructions, landfill personnel will be trained on the operation and maintenance procedures associated with the equipment. The leachate system at each cell location will be monitored to ensure continuous operations for regulatory compliance. Any system found to not be operating properly (i.e. pump not working, level controls malfunctioning, loss of power, etc.) will be brought to the immediate attention of the landfill manager. The landfill manager, will ensure that appropriate measures are taken to repair the system as soon as possible.

4.3.4 TPDES Monitoring

The landfill manager will ensure that monitoring is conducted in accordance with the regulations for the Texas Pollutant Discharge Elimination System (TPDES) Multi Sector General Operating Permits for this site.

4.3.5 Final Cover Maintenance

Final cover in waste areas will be placed as described in Part III, Attachment 12, Closure Plan. Once final cover has been placed, it will be the responsibility of the landfill manager to ensure that vegetation is established and maintained, and that erosion is minimized. If erosion of the final cover does occur that jeopardizes the integrity of the final cover, additional soil capable of sustaining vegetation, will be placed and graded according to the final contours as detailed in Part III, Attachment 7, Final Contour Map. After erosion is repaired, seeding will be provided over repaired areas to provide revegetation.

4.3.6 Recycling Facility

A recycling facility may be operated near the entrance to the facility as noted on Figure III-1.1, Site Layout Plan.

This recycling facility is owned by Williamson County, a local government, and operated by WMTX. In accordance with 30 TAC §328(a) and 30 TAC §328(a)(1), this recycling facility is exempt from registration and permit requirements of 30 TAC §330 and 30 TAC §332.

This recycling facility will allow for citizens drop off of approved recyclable materials. This facility may provide for recycling of the following materials:

- Newspaper, magazines, junk mail and other paper;

- Cardboard;
- Metals;
- Plastics;
- Aluminum;
- Used oil;
- Used oil filters;
- Used antifreeze;
- Lead acid batteries;
- CFC appliances;
- Latex Paint;
- Electronics, computers, monitors, and printers; and
- Wood and Mulch

Recycling operations will be conducted pursuant to 30 TAC §328 and 30 TAC §324. Citizens enter the recycling center through the existing entrance and are directed either by recycling facility personnel or signage to the location of the various recyclable materials for off-loading. The recyclable materials are stored in such a manner as to not cause ponding water, odors, or other environmental or human health hazards. Recyclable materials are stored on-site for transport to off-site recyclable material processing facilities or on-site disposal.

Access to the recycling facility is controlled with a 6 foot tall chain link fence around the entire perimeter of the recycling facility with a lockable gate.

Fire protection for the recycling center is in accordance with Section 4.4, Fire Protection Plan. The recycling center will have at least 3 conspicuously marked fire extinguishers. One fire extinguisher will be in the recycling building and the second will be located near the outside cardboard bale storage containers and the third near the newspapers/used oil storage area. The recycling facility shall be designated as "no-smoking".

The recycling center provides a citizen's collection station for the various recyclable materials and not as a collection station for commercial recyclers.

The recycling center will accept latex paint for recycling or disposal. Latex paint may be accepted for recycling or disposal from citizens only, not from commercial recyclers or waste haulers. The latex paint

will be received in labelled, consumer containers only that describe the material as latex paint. This latex paint may be made available for pick-up to other citizens (i.e.: recycling the latex paint). Recycling center personnel will inspect all latex paint to ensure that the paint is in appropriate containers and labelled as latex paint. Paint that is not in appropriate containers or is not labelled as latex paint will not be accepted. Latex paint that is dropped off at the recycling center that is not recycled may be mixed with wood chips in a container and allowed to dry. The recycling facility will provide a container with mulch chips. Latex paint will be poured into the wood chips. Once dried, the latex paint and wood chip mixture will then be disposed of in the landfill with the municipal solid waste.

4.4 FIRE PROTECTION PLAN §330.129

This plan has been prepared in accordance with §330.129 to include fire protection standards and site personnel training requirements.

The operational activities at the landfill include the storage, processing and disposal of combustible materials. These materials are located in areas of uncovered solid waste disposal; brush/wood collection areas; recycling facility; and stored used tires areas. In addition, areas around the landfill include areas for stored used oil; fuel supplies; trees, brush/wood, or unmaintained grasses; vehicles; and buildings.

4.4.1 Fire Protection Standards

The following steps are taken regularly by designated landfill personnel to minimize the potential for fires:

- No burning of solid waste shall be permitted at this site;
- Burning waste is prevented from being dumped in the active area of the landfill. The gate attendant and equipment operators are trained to observe for hot loads entering the landfill by observing for signs of burning waste such as smoke, steam, or heat being released from incoming waste loads.
- Fuel spills are contained and cleaned up immediately.
- Dead trees, brush, or vegetation adjacent to the landfill are removed immediately, and grass and weeds mowed so that forest, grass, or brush fires cannot spread to the landfill.
- Smoking is not allowed on the active areas of the landfill or at the recycling facility.
- A source of earthen material adequately sized to cover the working face is maintained in such a manner that it is available at all times to the working face or active disposal area for fire protection.
- If a fire does occur it shall be promptly extinguished using the procedures described in this SOP; and

- The potential for fires shall be minimized by use of cover soils, and caution when using equipment capable of "sparking" or creating fire.

4.4.2 Operating Practices

Operating practices related to fire protection shall include methods to minimize the potential for accidental fires. Employees shall be instructed in the control of small fires.

To reduce the possibility of fire and improve the operation of the site and pursuant to §330.165, a minimum of six inches of "daily" cover soil, or approved equivalent shall be placed and compacted over exposed waste at the end of each working day or at least once every 24 hours in accordance with Section 4.22 of the SOP.

The landfill manager will coordinate with the City of Hutto and the City of Taylor Fire Departments to provide a tour of the facility and will provide a Site Layout Plan which locates the areas with combustible materials (i.e., the active working face, the brush/wood storage area, recycling facility, and the diesel and oil storage areas).

The following procedures are followed in the event of a fire at the facility:

- Small fires – If detected soon enough, may be fought with a hand-held fire extinguisher. The fire area may be watered down or smothered with 6 inches of soil as appropriate, to ensure the fire is out.
- Equipment Fires – If a fire occurs on a vehicle or piece of equipment, the equipment operator should bring the vehicle or equipment to a safe stop. If safety of personnel will allow, the vehicle will be parked away from fuel supplies, uncovered solid wastes, and other vehicles. The engine should be shut off and the brake engaged to prevent movement of the vehicle or piece of equipment.
- Hot Loads – Burning waste will not be unloaded in the active area of the landfill. After the gate attendant, equipment operator, recycling facility attendant or other site personnel have identified signs of a possible load of burning waste, or a hot load, the truck will be directed to a portion of the disposal area away from the working face, fuel areas, and other combustion sources where the load can be unloaded without danger of spreading fire. The water truck will water down the waste. The bulldozer will then spread the waste for additional water or cover of soil. The bulldozer may smother the fire with soil if the water does not sufficiently extinguish the fire. The waste will be

inspected for signs of fire or hot spots. When the fire has been extinguished and the waste has cooled, the waste will be transferred to the landfill for disposal.

- If a fire is in the working face, the burning area should be isolated and pushed away from the working face quickly, or fire breaks should be cut around the fire before it can spread. If this is not possible or unsafe, efforts to cover the working face with earthen material must be initiated immediately to smother the fire. All vehicles and equipment will be immediately moved away from the fire and a working face established there or halted all together until the fire is extinguished.
- Most combustible materials at the recycling center are stored in metal fire resistant containers. The only combustible material not stored in a fire resistant container is mulch. If a small fire breaks out in one of the metal containers, the recycling facility attendant will attempt to extinguish the fire with the on-site fire extinguishers. The recycling facility attendant will notify the landfill office of the fire as soon as possible after the fire has been extinguished or immediately in the case of fires that are too large to be extinguished with fire extinguishers. The landfill water truck will water down recyclable material fires that are too large to be extinguished by hand.
- Landfill and recycling center personnel, including equipment operators, will watch for fire, smoke, steam, or signs of heat at the brush/wood collection and mulching area. If signs of fire are detected at the brush/wood collection and mulching area, all vehicles and equipment will be immediately moved away from the fire. The unloading of materials will be halted until the fire is extinguished.

Equipment such as the bulldozer, earthmoving equipment, and water truck will mobilize to the area of the fire or the location of the soil stockpile. All available landfill personnel shall be available to assist with fire protection measures unless otherwise directed by the landfill manager.

Fire fighting methods for burning solid waste include smothering with soil, separating burning material from other waste, spraying with water from an on-site water truck, or pumping water from an on-site pond. Small fires might be controlled with hand-held fire extinguishers. If the fire is at an active disposal area, if possible, the burning waste should be isolated or pushed away immediately before the fire can spread, or fire breaks should be cut around the fire before it can spread. If moving the waste is not possible, or if it is unsafe, efforts should be made to cover the working face with earth immediately to smother fire. The faster that soil can be placed over the fire, the more effective this method will be in controlling and extinguishing the fire. The working face diversion and containment berms and stockpiled earthen material may be used for firefighting purposes

A source of earthen material shall be maintained on the site in a manner that is available at all times to extinguish any fire, and equipment shall be available on highest priority basis for use in placing earthen material to extinguish fire should one occur. The source of earthen material shall be sized of sufficient volume of earthen material to cover a potential fire area equivalent to the size of the working face.

The following table demonstrates the related area and volume used to determine the required earthen material:

Size of Working Face		Area of Working Face			Total Size of Source of Earthen Material
		Sq Ft	Cu Ft	Cu Yd	
L	W	L x W	Sq Ft x 0.5	Cu Ft / 27	Cu Yd x 1.15
150	100	15,000	7,500	278	320
200	100	20,000	10,000	370	426
250	125	31,250	15,625	578	667
300	150	45,000	22,500	833	958
350	175	61,250	30,625	1,134	1,304
400	200	80,000	40,000	1,481	1,704

To calculate the maximum size of the earthen material for varying sizes of the working face, multiply the working face length (L) times the width (W) to get square feet (Sq Ft). Multiply the sq ft times 0.5 (6" of earthen material, or ½ foot) to get cubic feet (cu ft). Divide cu ft by 27 to convert to cubic yards (cu yd). Multiply the cu yd by 1.15 (using a 0.15 factor for compacting loose cubic yards to bank cubic yards) to get the total number of cubic yards of earthen material required to cover a given working face.

Sufficient on-site equipment must be provided to place a six inch layer of earthen material over any waste not already covered with daily cover within one (1) hour of detection of a fire.

The diversion and containment berms for the working face are set at a maximum spacing of 600 feet from each other. Pushing soil from the berms to the open face would result in a maximum push of approximately 300 feet. A single bulldozer (Cat D8 or similar) can spread up to 340 cubic yards in one hour with a maximum distance of 300 feet. For every additional 340 cubic yards of cover soil, the site shall have at least one (1) additional bulldozer (Cat D8 or similar) available on-site for fire control.

If the working face diversion and/or containment berms are used to control a fire, disposal operation will not recommence until the berms are rebuilt or new berms and a new working face are established elsewhere on the landfill.

When a fire is discovered the landfill manager will be notified, soil from the earthen material source will be loaded and carried to the area with the earth moving equipment and spread to a minimum thickness of 6-inches using a bulldozer or other appropriate equipment. All available landfill personnel shall assist with fire management measures, unless otherwise directed by the landfill manager.

4.4.3 Notifications

Following any fire that is not extinguished within 10 minutes of detection, the permitee will contact the TCEQ Region 11 office in Austin. This notification to Region 11 will include:

1. Contact by telephone at 512-339-2929, as soon as possible, but no later than 4 hours following the fire discovery, and
2. Provide a written description of the fire and the resulting fire response within 14 days of fire detection to:

TCEQ Region 11
12100 Park 35 Circle, Building A, Rm 179
Austin TX 78753

Reports on all fires, including causes, durations, responses, and notifications will be completed and placed in the Site Operating Record.

4.4.4 Other Emergency Contact Information

If additional fire protection/fighting measures are warranted by the landfill manager, emergency assistance may be requested from the Williamson County Emergency Services through the Sheriff's office by dialing 911. In an emergency situation, dialing 911 will direct the call to the Williamson County Sheriff's Department. The Sheriff's Department will assess the nature of the emergency and dispatch the appropriate emergency crews. Law enforcement assistance may respond from the County Sheriff's Department, the City of Hutto Police Department, or the City of Taylor Police Department, depending on availability. Fire,

ambulance and hazardous materials emergencies may be handled by either the City of Hutto or the City of Taylor, again depending on availability.

4.4.5 Fire Protection Training

To minimize hazards regarding fire, employees shall be instructed in the control of small fires. Training of employees will be the responsibility of the landfill manager and will be provided to each new employee as part of the employee training program. A review of fire control measures for all landfill and recycling facility personnel will be conducted on an annual basis. All fire extinguishers and/or fire fighting equipment on-site will be inspected annually, and any equipment found to be defective will be promptly repaired or replaced. At a minimum, each landfill and recycling facility employee shall be trained for the following:

- Emergency notification requirements.
- Preventative measures to minimize or prevent the possibility of fire;
- Use of fire extinguishers or other equipment properly; and
- Procedures to extinguish fire with soil from the source (equipment operators only).

4.5 ACCESS CONTROL §330.131

Access to the Williamson County RDF will be controlled by means of artificial barriers, natural barriers, or a combination of both as follows:

Access control to the facility is by a combination of fencing around the perimeter of the facility and a gated entrance. The entrance gate will be designed to provide complete access restriction when the site is not open, yet allow plenty of room for vehicles to maneuver through when the facility is open. The entrance gate will be inspected periodically for damage or problems. The fence and gate will be repaired, maintained, or replaced on an as needed basis to ensure proper site security.

All landfill users shall be required to stop at the scalehouse and conduct appropriate business transactions prior to proceeding to the disposal area(s). Unauthorized vehicles shall not be allowed to proceed past the gatehouse. At this point, the vehicles are screened for waste type, in accordance with Section 4.2 of this SOP. If a load is identified as containing any unauthorized hazardous, special, or industrial waste, the load shall be rejected.

To prevent the entry of livestock, and to discourage unauthorized entry to the landfill, the site perimeter will be protected with a combination of fencing including six-foot chain-link and/or a 3.5 foot (minimum) three-strand barbed wire fence along all boundaries. The fence shall be inspected on a weekly basis, with repairs made as necessary. A log of access control inspections will be maintained for the purpose of demonstrating compliance with access inspection requirements. The fence, gate, and signs shall be repaired, maintained, or replaced on an as needed basis to ensure proper site security.

If the fence or gate access control system is breached, that is if there is a hole or gap in the fence or the gate is not restricting access, the TCEQ's regional office will be notified within 24 hours of detection of the breach, including when the breach will be permanently repaired. The breach will be temporarily repaired within 24 hours of detection and will be permanently repaired by the time specified to the commission's regional office when it is reported. The TCEQ's regional office will be notified when an access control breach's permanent repair is complete. If a permanent repair can be made within eight hours of detection, no notice to the commission's regional office is required. A copy of these notices will be place in the Site Operating Record.

4.6 UNLOADING OF WASTE §330.133

The unloading areas at the facility may include the following:

1. Municipal solid waste will be unloaded at the active working face (one or more);
2. Brush and other wood material will be unloaded at the brush/wood storage area;
3. Liquid waste will be unloaded at the liquid stabilization processing area;
4. Asbestos waste disposal areas for receipt of RACM may be required;
5. Construction and demolition waste may be unloaded at a working face or the designated sorting area; and
6. Tire Area.

There may be two active working faces, a single brush/wood unloading area, a single construction and demolition waste unloading area on the landfill, a tire area, an asbestos waste disposal area for receipt of RACM, a recycling facility, and a single liquid waste unloading area for a maximum total of ten unloading areas.

The unloading of solid waste at the active working face shall be confined to as small an area as practical. Every effort will be made by landfill personnel to maintain the size of the active working face to a maximum

length of 400 feet and width of 200 feet. The size of the working face will be directly impacted by the amount of wastes being received and may vary accordingly. There may be one or two active municipal solid waste working faces open at any given time. Examples of when more than one municipal solid waste working face may be open at one time is when wastes are being deposited in a new cell that must receive only select wastes to cover the bottom of the new cell, during a transition from a wet weather area to another municipal solid waste working face, during disposal of Regulated Asbestos Containing Materials (RACM) or when there is a "hot load" delivered to the municipal solid waste working face area and another municipal solid waste working face is established until the fire is controlled. However, in general there will only be one active municipal solid waste working face in order to reduce odors and windblown waste and to control vector populations.

The unloading of waste in unauthorized areas shall be prohibited. Any waste deposited in an unauthorized area shall be promptly removed and disposed of properly. A trained employee shall be present at the gatehouse at all times during operating hours to monitor incoming loads of waste, and shall direct traffic to the appropriate unloading area. Trained personnel will also be on duty during regular operating hours at the working face to direct and observe unloading of solid waste. The working face staff as well as the gate attendants, will contact the landfill manager regarding the receipt of prohibited wastes. The landfill manager has the authority and responsibility to reject unauthorized loads, have unauthorized material removed by the transporter, and/or assess appropriate surcharges, and have the unauthorized material removed by on-site personnel or otherwise properly managed by the facility. The employees will be trained in the recognition of both industrial and hazardous waste and their transportation and disposal requirements. A record of unauthorized material removal will be maintained in the operating record. The facility is not required to accept any solid waste that may cause problems in maintaining full and continuous compliance with the permit.

Certain wastes are prohibited from disposal at this facility. Prohibited wastes include hazardous waste (except municipal hazardous waste from very small quantity generators), PCB waste, and unauthorized special waste. The known disposal of prohibited wastes at the landfill shall not be allowed. Necessary steps shall be taken by the landfill operator to ensure compliance with this provision as discussed in Sections 4.2 and 4.24 of this plan. Any prohibited waste shall be returned promptly to the transporter or generator of the waste. The driver shall be advised and will be responsible for the proper disposal of this rejected waste. In the event the unauthorized waste is not discovered until after the vehicle that delivered it is gone, the waste will be segregated and controlled as necessary. An effort will first be made to identify the entity that deposited the prohibited waste and have them return to the site and properly dispose of the waste. In

the event that identification is not possible, the landfill manager will notify the TCEQ and seek guidance on how to dispose of the waste as soon as practical.

Only those persons operating vehicles that comply with the following requirements will be authorized by the landfill manager to dispose of waste at this site:

1. Vehicles and equipment used for the collection and transportation of waste in good working order to prevent loss of waste material and to minimize health and safety hazards to landfill personnel and the public;
2. Collection vehicles and equipment maintained in a sanitary condition to preclude odors and fly breeding; and
3. Collection vehicles not equipped with an enclosed transport body will be required to have tarpaulins to preclude accidental spillage.

Signs with directional arrows and/or portable traffic barricades will help to direct traffic to designated disposal locations. Signs will be placed along the access route to the current disposal area or other designated disposal areas that may be established. In addition, rules for waste disposal and prohibited waste will be prominently displayed on signs at the site entrance.

The unloading of construction and demolition waste at the construction and demolition working face shall be confined to as small an area as practical. Every effort will be made by landfill personnel to maintain the size of the construction and demolition working face to a maximum length of 200 feet and width of 200 feet. The size of the construction and demolition working face will be directly impacted by the amount of construction and demolition wastes being received and may vary accordingly. There will only be one active construction and demolition waste working face on the landfill. This construction and demolition working face will be located within the landfill waste limits and may be moved within those landfill waste limits at the discretion of the facility management.

The construction and demolition waste deposited at the construction and demolition waste face will be separated by waste stream for recycling. Separation will be conducted by individual load (if waste material homogenous), with site equipment, or by hand. Some of the waste streams will be taken directly to roll-off containers and shipped off-site to appropriate facilities to be further processed and recycled or reused, and others, such as wood mulch and concrete may be used on site for soil stabilization, soil enhancement, or for

road construction. The construction and demolition waste working face will remain free of putrescibles and household wastes.

Brush and wood may be stored onsite for on-site recycling for mulching and/or composting. Brush and wood recycled for composting will be handled in accordance with a facility Compost Plan. The brush/wood storage area will remain free of putrescibles and household wastes.

The brush and wood materials will be clean wood materials as defined by 30 TAC 332.2(10) as: "Wood or wood materials, including stumps, roots, or vegetation with intact rootball, sawdust, pallets and manufacturing rejects. Clean wood material does not include wood that has been treated, coated or painted by materials such as, but not limited to, paints, varnishes, wood preservatives, or other chemical products. Clean wood material also does not include demolition material, where the material is contaminated by materials such as but not limited to paint or other chemicals, glass, electrical wiring, metal and sheetrock." Additionally, mulch is defined by 30 TAC 332.2(33) as: "Ground, coarse, woody yard trimmings and clean wood material. Mulch is normally used around plants and trees to retain moisture and suppress weed growth, and is intended for use on top of soil or other growing media rather than being incorporated into the soil or growing media. Mulch does not include wood that has been systemically killed using herbicides."

Whole tires or tire pieces may be stored or processed onsite in an unused portion of the property in accordance with §328.54(c). Storage shall be above ground in controlled storage piles or in enclosed and lockable containers, pursuant to §328.61. The site will not store tires or tire pieces in excess of 500 used or scrap tires (or weight equivalent tire pieces or combination thereof) on the ground or 2,000 used or scrap tires (or weight equivalent tire pieces or and combination thereof) in enclosed and lockable containers. The tire storage area will remain free of putrescibles and household wastes. The tire storage and processing activity (tire area) may be conducted within the landfill permit boundaries but not within the landfill buffer zones. This tire area may be moved within the landfill permit boundaries, excluding the landfill buffer zones, at the discretion of the facility management. The tire storage and processing activity shall not be conducted in a manner that will adversely affect operations of the municipal solid waste disposal site, or other wise endanger human health or the environment.

4.7 HOURS OF OPERATION §330.135

The Facility's waste acceptance hours are Monday through Friday, 5:00 a.m. to 8:00 p.m. and Saturday, 6:00 a.m. to 4:00 p.m. The Facility's hours for operation of heavy equipment and transport of materials to

and from the Facility are Monday through Saturday, 3:00 a.m. to 10:00 p.m. The facility may operate within these hours at the discretion of site management. Actual facility operating hours in effect at any give time will be posted at the facility entrance.

Landfill operations outside permitted landfill operating hours will receive TCEQ approval and will be documented in the site operating record as Temporary Operating Hours.

Section 4.26 describes screening provisions regarding night operation.

4.8 SITE SIGN §330.137

A conspicuous sign measuring a minimum four feet by four feet shall be maintained at each public site entrance. The sign shall state, in letters at least three inches high, the name of the site, type of site, hours and days of operation and the TCEQ permit number. The sign will have an emergency 24-hour contact phone number or numbers that reach a key landfill staff person with the authority to obligate the facility at all times that the facility is closed, and the local emergency fire department phone number. The facility sign will be readable from the facility entrance. A sign prohibiting receipt of hazardous waste, closed drums, and smoking will be posted near the facility entrance or gatehouse. A sign stating that all loads will be properly covered or otherwise secured will be prominently displayed at the facility entrance.

Within the landfill site, additional signs will be placed along the landfill haul road and access road directing customers to where disposal areas are and which roads are to be used.

4.9 CONTROL OF WINDBLOWN SOLID WASTE AND LITTER §330.139

The working face shall be maintained and operated in a manner to control windblown solid waste. The working face shall be covered daily to avoid prolonged exposure of waste. In order to prevent disease vectors, control windblown debris and odors, reduce the possibility of fire, prevent scavenging, and improve the operation of the site, a minimum of six inches of "daily" cover soil, or approved equivalent, shall be placed and compacted over all exposed waste at the end of each working day or at least once every 24 hours. Weather conditions may result in material occasionally being blown away from the working face during placement operations.

Litter fences of adequate height and width will be located and utilized in the immediate vicinity of the working face to help aid in the control of windblown material as needed. The landfill manager shall be responsible for determining the need, type and placement of litter fences. Litter fences shall either be portable, free-standing fences which can be readily moved, as necessary, with equipment, or they may be temporary fences which consist of poles driven into the waste/soil cover with fencing between them. Typically, the litter fences shall be placed downwind and extend the full width of the working face and shall extend above the working face. Windblown waste and litter at the working face will be collected and properly managed to control unhealthy, unsafe, or unsightly conditions. The collected waste will be returned to the active disposal area(s). Litter scattered throughout the site, along fences and access roads and at the gate shall be picked up once a day by landfill personnel, and returned to the active working face of the disposal area(s).

4.10 EASEMENTS AND BUFFER ZONES §330.141

No solid waste unloading, storage, disposal or processing operations shall occur within any easement or buffer zone that crosses the site. There are no rights-of-way within the permit boundary. No solid waste disposal shall occur within 25 feet of the centerline of any utility line or pipeline easement, unless otherwise authorized by TCEQ. All pipeline and utility easements shall be clearly marked with green colored posts that extend at least six feet above ground level, spaced at intervals no greater than 300 feet.

A 50-ft TXU Lone Star Gas Co. gas pipeline easement exists along the northern property boundary and two 15-ft Jonah Water Supply Company (WSC) waterline easements are located along the western property boundary. Refer to Figure I/II-6 for the location of these easements.

Buffer zones at the perimeter of the site will consist of at least a 50-foot buffer from the site boundary to the edge of waste placement. No solid waste unloading, storage, disposal, or processing operations shall occur within any buffer zone. The buffer zone shall not be narrower than that necessary to provide safe passage for firefighting and other emergency vehicles.

4.11 LANDFILL MARKERS AND BENCHMARKS §330.143

All required landfill markers and benchmarks shall be maintained so that they are visible during operating hours. Markers that are removed or destroyed shall be replaced within 15 days of their removal or destruction. All markers shall be repainted as necessary to retain visibility. It shall be the responsibility of

the landfill manager to ensure that landfill markers and benchmarks are inspected for damage on a monthly basis. Records of all inspections will be maintained at the facility.

Landfill markers will consist of durable posts, steel or wooden, extending at least 6 feet above ground level to clearly identify significant landfill features such as site boundaries, buffer zone, easements and rights-of-way, landfill grid system, SLER and/or GLER areas, and 100 year flood limits, if applicable. In the event a marker falls in a roadway, waterway or other area incapable of sustaining an above ground marker, an alternate marker may be placed with its offset from its true location noted on the marker. The TCEQ may approve modifications to the marker requirements to accommodate any on-site conditions. All markers will be color coded as indicated in the chart below.

Marker	Color
Site Boundary	Black
Buffer Zone	Yellow
Easements	Green
Grid System	White
SLER/GLER	Red
Floodplain	Blue

4.11.1 Easement and R.O.W. Markers §330.143(b)(4)

Easement and right-of-way markers (Green) will be placed along either the centerline or the limits of an easement and along the boundary of a right-of-way at intervals of 300 feet and at each corner within the site and at the intersection of the site boundary. If a utility line has been constructed down the centerline, the marker may be off-set on the easement or R.O.W. This off-set will be noted on the site grid system drawing and the marker.

A 50-ft TXU Lone Star Gas Co. gas pipeline easement exists along the northern property boundary and two 15-ft Jonah Water Supply Company (WSC) waterline easements are located along the western property boundary. Refer to Figure I/II-6 for the location of these easements.

4.11.2 Site Grid System Markers §330.143(b)(5)

A site grid system (White) will be installed at the facility. The grid system will encompass at least the area expected to be filled within the next 3 year period. The grid system will be based on the State Plane Coordinate System. Markers will be spaced no greater than 100 feet apart measured along perpendicular

lines. Where markers cannot be seen from opposite boundaries, additional markers will be installed, where feasible. The location of the site grid system is shown on Part III, Attachment 1, Figure III-1.1.

4.11.3 SLER or GLER Area Markers §330.143(b)(6)

SLER or GLER area markers (Red) will be placed so that all areas for which a SLER or GLER has been submitted and approved by the department are readily determinable. Such markers are to provide site workers immediate knowledge of the extent of approved disposal areas. These markers will be located so that they are not destroyed during operations until operations extend into the next SLER or GLER. The location of these markers will be tied into the site grid system and will be reported on each SLER or GLER submitted. SLER and GLER markers will not be placed inside the evaluated areas.

4.11.4 100 Year Flood Limit Protection Markers §330.143(b)(7)

Flood protection markers (Blue) shall be installed for any area within a solid waste disposal facility that is subject to flooding prior to the construction of flood protection levee. The area subject to flooding shall be clearly marked by means of permanent posts spaced not more than 300 feet apart or closer if necessary to retain visual continuity.

4.11.5 Site Boundary Markers §330.143(b)(2)

Site boundary markers (Black) shall be placed at each corner of the site and along each boundary line at intervals no greater than 300 feet. Fencing may be used in place of these markers as appropriate.

4.11.6 Buffer Zone Markers §330.143(b)(3)

Markers (Yellow) identifying the buffer zone shall be placed along each buffer zone boundary at all corners and between corners at intervals of 300 feet. Placement of the landfill grid markers may be made along a buffer zone boundary.

4.11.7 Permanent Benchmark §330.143(b)(8)

A permanent benchmark has been established at the site. The benchmark monument is established at the site in an area that is readily accessible and will not be used for disposal. The monument elevation was

surveyed from a known United States Coast and Geodetic Survey benchmark. The location and elevation of the reference benchmark monument location is provided on Part III, Attachment 1, Site Layout Plan. The monument is a bronze marker set in concrete with the benchmark elevation and survey date stamped on it.

4.12 MATERIALS ALONG ROUTE TO SITE §330.145

The landfill operator shall take the necessary steps to help ensure that vehicles hauling waste to the site are enclosed or utilize a tarpaulin, net, or other means to properly secure the load in order to prevent the escape of any part of the load by blowing or spilling. The landfill operator shall include, as necessary, the posting of signs at the landfill entrance requiring the loads to be enclosed or covered, and the possibility of reporting offenders to the City of Hutto Police or the Williamson County Sheriff's office, adding litter control surcharges, or other necessary information which may minimize public non-compliance. On a daily basis and during daylight hours when the facility is in operation, FM 1660 and all other public roads used to access the landfill; including County Roads (CR) 100, CR 101, CR 131, and CR 132 shall be inspected and picked for litter daily for a distance of two miles in either direction from any entrances used for the delivery of waste to the site. The following table provides specific access roads and the distances to be cleaned.

PUBLIC ACCESS ROAD	DISTANCE OF RESPONSIBILITY
FM 1660 NORTH	0.6 miles north of intersection with CR 131
FM 1660 SOUTH	0.1 miles east of Jonah Water Tower
CR 131	0.7 miles west of intersection with FM 1660
CR 101	1.3 miles east of intersection with FM 1660
CR 100	0.7 miles east of intersection with FM 1660
CR 132	0.7 miles east of intersection with FM 1660

The landfill manager will be responsible for consulting with officials of the Texas Department of Transportation (TxDOT), county, and/or local governments with maintenance authority over the roads concerning clean-up of state highways and right-of-ways.

As necessary, litter found along the routes to the site will be picked up by landfill personnel or other persons acting in coordination with the landfill operator. The landfill pickup and personnel will be utilized to gather the litter, secure it on the vehicle and transport it back to the landfill for proper disposal. Litter control outside the site will not be conducted during hours of darkness. It shall be the responsibility of the landfill

manager to ensure that litter control outside the site is conducted in a safe and timely manner. The landfill manager shall make proper arrangements to gather items that are too large to be picked up by conventional means. The landfill manager or designated alternate shall record cleanup efforts on a daily log which will be maintained in the site operating record.

4.13 DISPOSAL OF LARGE ITEMS §330.147

Large, heavy, or bulky items such as air conditioning units, tree trunks, white goods (refrigerators, freezers, washers/driers, and water heaters), metal tanks and metal pieces which cannot be incorporated in the regular spreading, compaction and covering operations will be recycled or crushed by compacting equipment to prevent bridging and localized subsidence. White goods may be recycled, and tree parts (i.e., limbs, trunks and stumps) and brush and wood may be chipped for mulch or compost. Items identified as being too large for proper disposal shall be refused or broken into smaller pieces, or crushed by compactor equipment, for proper disposal. A special area may be designated as a large item salvage area as discussed in Section 4.17 of this plan. These items would be removed from the site frequently to prevent them from becoming a nuisance and precluding the discharging of any pollutants.

No items containing chlorinated fluorocarbons (CFC) will be knowingly accepted. Refrigerators, freezers, air conditioners, and any other items containing CFC must be handled in accordance with 40 CFR §82.156(f), as amended and with Section 4.22 of this Site Operating Plan, which requires verification that the CFC has been evacuated from the unit and that it was not knowingly allowed to escape into the atmosphere.

4.14 AIR CRITERIA

The landfill is subject to commission rules concerning burning and air pollution control. The landfill manager shall ensure that any unit of the MSWLF does not violate any applicable requirements of the approved state implementation plan developed under the Federal Clean Air Act. Open burning of waste will not be permitted at this facility.

The site is operated in accordance with the federal New Source Performance Standards (NSPS) and under the TCEQ Title V General Operating Permit (GOP). The landfill manager, or designated alternate, will ensure that the site complies with and is evaluated in accordance with requirements of NSPS and Title V GOP.

4.15 ODOR MANAGEMENT PLAN §330.149

Municipal solid waste landfill operations have the potential to yield odorous emissions. Odor management at a landfill is a combination of identifying the sources of odor and methods used to minimize or eliminate those odors. This odor management plan addresses the identification of potential sources of odors, and includes methods to minimize odors or sources of odors and procedures to be followed if these methods are ineffective in preventing a release of odors to the surrounding community.

4.15.1 Sources of Odor

Sources of odor that emanate from a landfill can vary considerably and may include the wastes being delivered to the landfill, the open working face, or the leachate collection system. Many of the wastes received at a landfill are a source of odor upon receipt, such as sludge and dead animals. Other wastes have the potential for becoming a source of odor by their biodegradable characteristics, generating gases as they advance through the decomposition process. Leachate, the contaminated water that emerges from solid waste, may also be a source of odor if not properly handled or disposed of in a timely manner. Ponded water containing contaminants, and composting, depending on the feedstock used in the operation, could become a source of odor as well.

4.15.2 Odor Minimization

The primary objectives for odor control at a landfill are to minimize odor generation and odor emissions. Methods used to achieve these objectives include waste and leachate handling procedures, the timely placement of cover materials, the elimination of ponded water, and gas control. These methods, described briefly below, are also included in Part III of the facility's Site Development Plan, Attachment 14, Gas Management Plan, and Attachment 15, Leachate and Contaminated Water Management Plan, and Part IV.

Waste Handling Procedures - Wastes are to be deposited at the working face, spread into layers that can be readily compacted, and covered with a minimum of six inches of soil or with an alternate daily cover material such as tarps or other applied materials. Sludges that pass paint filter are to be incorporated into the working face with other absorptive wastes. Dead animals are to be covered immediately with three feet of waste or two feet of soil.

Cover - The placement of daily cover is sufficient to reduce the immediate emission of odors when applied in sufficient thickness (minimum of six inches soil) and with the proper compaction or other approved cover. Daily cover also serves as the first deterrent to odor generation by preventing air and water from further impacting the wastes. If odors result during the use of alternate daily cover material, the ADC will be reevaluated to determine if it will continue to be used. The placement of the intermediate and final cover will provide a barrier that will reduce the amount of odor emissions as decomposition of wastes occurs over time.

Leachate Handling Procedures - Leachate must be removed from the collection system at a rate to maintain less than 30 cm of head on the liner. Leachate may be removed by pumping directly from the sump to a storage tank, evaporation pond, recirculation system, or a transfer truck. The evaporation pond may be a source for odors and be monitored and may be equipped with aerators to further reduce the emission of odors by forcing oxygen into the leachate.

Ponded Water - Water ponded over waste disposal areas may become a source of odors and should be eliminated prior to the occurrence of odors. Ponded water that occurs in the active portion of the site or on a closed area will be eliminated as quickly as possible and the area in which the ponding occurred shall be filled in and re-graded within seven days of the occurrence.

Gas Extraction System - Odor reduction may be achieved by the installation of a gas extraction system. The gas extraction system will minimize the migration of gases either horizontally or vertically. Gases collected in an extraction system may be distributed to such processing devices as a flare or processing plant.

4.15.3 Odor Response Procedures

Upon identification of landfill related-odors, landfill personnel will attempt to isolate the source of the odor. If an identifiable odor is detected at any of these areas, the landfill manager will be notified, who will initiate the necessary remedial actions. Remedial actions may include the application of additional cover over the suspect area, the use of odor controlling sprays applied directly to the working face, control of any ponded water on the site, adjustments to the gas extraction system, sealing the riser pipe covers of the leachate collection system, prompt landfilling of odorous waste, or other methods proven to be beneficial for the remediation of landfill odors. If odors persist, the Landfill Manager may contract with an engineer or other expert to address specific remediation issues.

4.16 DISEASE VECTOR CONTROL §330.151

Conditions favorable to the production or harboring of disease vectors (rodents, flies, and mosquitoes) shall be minimized through proper compaction of the waste and the use of daily and intermediate cover, as appropriate. Vectors are attracted by wastes and water that serve as food and breeding grounds. The working face of each disposal area shall be minimized and daily cover shall be applied to control disease vectors. Landfill cover procedures are described in Section 4.22 of this SOP. To further control disease vectors, ponded water shall be controlled as detailed in Section 4.23 of this SOP. Birds should also be controlled by use of the daily cover, minimizing the working face, and control of ponded water. Site personnel should be observant for insects and rodents and report problems to the landfill manager. Professional exterminators will be contacted, if necessary, to eliminate rodents or other pests that may appear at the site. If chemicals are needed for disease vector control, a professional will apply the appropriate chemical at the industry recommended rate, and use the appropriate health and safety practices to minimize any potential adverse effects.

4.17 SITE ACCESS ROADS §330.153

All-weather site access roads provided from the public road to the unloading area(s) will consist of compacted gravel, crushed stone, asphalt, concrete, or other road building material. The tracking of mud and debris onto public roadways from the site shall be minimized.

Tracking of mud onto public roadways; including FM 1660, CR 100, CR 101, CR 131, and CR 132, will be controlled by minimizing the amount of mud on site entrance and access roads and on vehicles leaving the site. Vehicles leaving the site will traverse all-weather site access road and paved site entrance roads allowing for mud to be removed from the vehicle. Additionally, the site may install an active wheel wash or utilize the current passive wheel wash adjacent to the site entrance road. If a wheel wash is utilized, landfill traffic may be directed through the wheel wash if mud is being tracked past the scalehouse.

Mud on the site entrance and access roads will be removed to prevent tracking of mud onto public access roads. Mud on site access roads will be removed by grading the mud off of the road. Mud on the site entrance road may be removed by a spray of water from the site water truck, by scraping with a site bulldozer or maintainer, or with a rotary broom street sweeper. Mud will be removed from the public roadway, site entrance and access roads as necessary to control the tracking of mud onto public roads and

at least once per day on days when mud associated with landfill operation may be tracked onto public roadways.

Litter and debris will be controlled. Litter and debris that are tracked onto public roadways will be removed at least once per day on days when the site is operating. Litter on FM 1660, CR 100, CR 101, CR 131, and CR 132 will be picked up in accordance with Section 4.12, Materials Along Route to Site. Litter along the site entrance and access road will be picked up in accordance with Section 4.9, Control of Windblown Solid Waste and Litter. Debris will be picked up daily from all on-site roads and from FM 1660, CR 100, CR 101, CR 131 and CR 132, for a distance of two miles in each direction from the site entrance. Site laborers will load any debris into the site pickup. The debris will be taken to the working face and disposed of.

Dust from onsite and other access roads shall be controlled on an as-needed basis to avoid becoming a nuisance to surrounding areas. A water source and the necessary equipment shall be provided by the landfill operator for dust control.

The on-site water truck shall be equipped and utilized for dust control. Sources of water for this process may be a municipal water supply, the ditches along the eastern and southern perimeters, water collected in on-site stormwater ponds, and/or outside sources. Onsite roads and ditches shall be cleaned of litter and debris on a daily basis. On site and other access roadways shall be maintained in a clean and safe condition. Access roadways will be re-graded on a monthly basis by grading and placing additional road materials to minimize depressions, ruts, and potholes, and provide uninterrupted access to the unloading area(s). Additional re-grading or maintenance may be implemented as needed.

Records will be kept in the facility Operating Records to demonstrate compliance with the requirement of this section.

4.18 SALVAGING AND SCAVENGING §330.155

Salvaging is the controlled removal of waste materials for utilization, recycling or sale. Scavenging is the uncontrolled and unauthorized removal of materials at any point in the solid waste management system. No scavenging shall be allowed at this site. This rule shall be strictly enforced through site access controls and monitoring by facility personnel. Salvaging or recycling of materials such as metals and white goods will be allowed with specific authorization from the landfill manager if the activity is supervised by landfill personnel. However, salvaging shall not be allowed to interfere with prompt sanitary disposal of solid

waste or to create public health nuisances. Such items shall be removed on an as needed basis to prevent creation of nuisance conditions, to preclude the discharge of any pollutants from the area, and to prevent an excessive accumulation of the material at the facility.

Special waste received at the disposal site shall not be salvaged. Pesticide, fungicide, rodenticide, and herbicide containers shall not be salvaged unless being salvaged through a state supported recycling program.

4.19 ENDANGERED SPECIES PROTECTION §330.157

No endangered or threatened species are known to exist at the site that would be affected by the landfill operations; therefore the facility and the operation of the facility shall not result in the destruction or adverse modification of the critical habitat of endangered or threatened species, or cause or contribute to the taking of any endangered or threatened species. Information regarding endangered species is provided in Part I/II of the site permit application.

4.20 LANDFILL GAS CONTROL §330.159

Landfill gas control is addressed in detail in Part III, Attachment 14, Landfill Gas Management Plan and summarized in this section. Refer to Attachment 14 for specific requirements and procedures. Landfill gas monitoring for the presence of methane gas at the site will be conducted on a regular basis. In particular, the site boundary will be monitored to identify whether there exists the possibility of off-site methane migration or perimeter methane concentrations exceeding the lower explosive limit (LEL). Additionally, on-site structures will be checked to confirm that methane concentrations do not exceed 25 percent of the LEL. The allowable limits and details of gas monitoring and recovery are more fully described in Part III, Attachment 14, Landfill Gas Management Plan.

Monitoring for combustible gas concentrations will be performed quarterly within all enclosed site structures and around the perimeter of landfilled portions of the site. All required reports and other submittals shall be included in the operating record of the facility and submitted to the executive director. Permanent probes will be used to monitor the perimeter. Barhole probes may be used as a supplement. Probe locations are specified in Part III, Attachment 14, Landfill Gas Management Plan.

In the event that methane levels that exceed allowable lower limits are detected within structures or at the property boundary, the TCEQ will be notified and steps will be implemented to ensure the protection of human health in accordance with the Landfill Gas Management Contingency Plan. Documentation of the gas measurements and of the steps taken for human protection will be placed in the Site Operating Record within seven (7) days. A remediation plan for any methane gas releases as described in the Landfill Gas Management Plan will be implemented within 60 days of the methane detection. This remediation plan will be submitted to TCEQ to describe the proposed remediation activities within 60 days.

A passive landfill gas vent system has been designed. Parts of the landfill currently are under the influence of a gas collection and control system that includes wells, header system, and flares. This system is currently operated for odor control but may be required to be expanded in the future to comply with New Source Performance Standards (NSPS) and/or other federal and state requirements.

4.21 OIL, GAS AND WATER WELLS §330.161

There is no known existing or abandoned oil and/or water wells within the site. The landfill manager shall immediately provide written notification to the TCEQ of the location of any and all existing or abandoned oil or gas wells or other wells associated with mineral recovery or water wells situated within the site upon such discovery. The landfill operator shall, within 30 days of such a discovery, provide the TCEQ with written certification that all abandoned water wells have been capped, plugged, and closed in accordance with all applicable rules and regulations of the TCEQ. The landfill operator shall provide the TCEQ with written certification that all abandoned oil or gas wells or other wells associated with mineral recovery have been capped, plugged, and closed in accordance with all applicable rules of the Railroad Commission.

If any water or other type of well under the jurisdiction of the commission is to be plugged, it shall be plugged in accordance with all applicable commission requirements and additional requirements imposed by the executive director. A copy of the well plugging report required to be submitted to the appropriate state agency shall also be submitted to the executive director within 30 days after the well has been plugged.

4.22 COMPACTION §330.163

The waste shall be thoroughly compacted by landfill compaction equipment in layers approximately two feet in thickness. The compaction equipment shall pass over the waste a sufficient number of times (i.e., minimum of 4 passes) to achieve thorough compaction.

When waste is used as ballast, as described in Part III, Attachment 10, Soil and Liner Quality Control Plan, the first five feet or the total thickness of ballast, whichever is less, placed on the liner system shall be free of brush and large bulky items, which would damage the underlying parts of the liner system or which cannot be compacted to the required density. When waste is used as ballast, a wheeled trash compactor having a minimum weight of 40,000 pounds, or similar equipment, shall be properly utilized to reach a compaction density of at least 1,000 pounds per cubic yard. For additional information see Part III, Attachment 10, Soil and Liner Quality Control Plan.

4.23 LANDFILL COVER §330.165

Daily Cover

In order to prevent disease vectors, control windblown debris and odors, reduce the possibility of fire, prevent scavenging, and improve the operation of the site, a minimum of six inches of "daily" cover (earthen material that has not been previously mixed with garbage, rubbish or other solid waste), or approved equivalent, shall be placed and compacted over all exposed waste at the end of each working day or at least once every 24 hours.

To ensure that the daily cover will be adequate (i.e., minimize vectors, contaminated stormwater runoff, odors, etc.), the following procedures will be followed:

- The daily cover will be sloped to drain.
- The daily cover will be compacted with a minimum of two passes with the dozer tracks to minimize infiltration of stormwater, graded to drain, and will not have any waste visibly protruding through it.
- The landfill manager will document where daily cover has been placed through visual inspections during placement that a minimum of 6 inches (compacted thickness) of daily cover has been placed over the days working face area. The landfill manager will document on a daily basis the daily cover completion and placement area.
- After each rainfall event resulting in runoff, the landfill manager will inspect all daily cover areas for erosion, exposed waste or other damage, and repair as necessary. Runoff water that comes in contact with waste will be handled as contaminated water.
- Runoff from areas that have intact daily cover is not considered as having come in contact with the working face or leachate.

- The landfill manager will inspect for seeps from daily cover. All seepage water from waste below the daily cover will be controlled by placement of soil berms and diverted to the contaminated water collection area. Contaminated water will be treated as outlined in Attachment 15.

Alternate Daily Cover

Alternative daily cover (ADC) materials may be utilized at this facility. These materials may include the use of flexible membranes, heavy duty tarpaulins, petroleum contaminated soils, synthetic foam materials, or other engineered fabrics. ADC shall not be allowed when the landfill is closed for a period greater than 24 hours. An ADC Operating Plan (ADCOP) is attached to this SOP as Appendix A.

The use of an ADC may be allowed by a temporary authorization under 30 TAC 305.70(m) on a six month trial basis. Additionally, one extension of up to six months may be granted. If the TCEQ grants temporary authorization for the use of ADC not already approved for use, status reports on the ADC will be submitted to TCEQ on a two month basis that describes the effectiveness of the alternative material, any problems that may have occurred, and corrective actions required and implemented as a result of such problems.

Permanent authorization for the use of ADC may be obtained from the TCEQ through a "Notice Modification" in accordance with 30 TAC 305.70(k)(1). Permanent authorization may be applied for during the temporary trial periods, but in no case shall ADC be continued past the trial periods without first receiving permanent authorization from the TCEQ.

Intermediate Cover

All areas that have received waste but will be inactive for longer than 180 days will be provided with intermediate cover. This intermediate cover will include six inches of suitable earthen material that is capable of sustaining native plant growth and will be seeded or sodded following its application in order to reduce erosion. Mulch may be used in conjunction with the suitable earthen materials as a method of reducing erosion after seeding and as a means of providing soil enrichment. This intermediate cover will be not less than 12 inches of suitable earthen material. These areas of intermediate cover shall be graded for proper drainage to help prevent ponding of water, and plant growth or other erosion control features will be maintained. Runoff from areas which have received intermediate cover will not be considered as having come into contact with the working face or leachate.

Final Cover

"Final" cover soil for the landfill shall be placed and compacted as outlined in Part III, Attachment 12, Final Closure Plan.

The final cover system including the erosion control structures (such as drainage swales and chutes) will be maintained during the active life and through post closure. During the active life of the site, the landfill manager should inspect the final cover system on a weekly basis. Erosion of final cover shall be repaired promptly by restoring the cover material, grading, compacting, and seeding it as necessary.

Erosion of Cover

Interim or final cover that has been seeded and has vegetation established will continue to be maintained. However, caution will be exercised not to damage the integrity of vegetation in these areas that will result in greater erosion through the destruction of vegetative cover to fix minor erosion riles. To address this concern, minor or incidental erosion riles will be monitored to ensure that they do not develop into areas of significant erosion. Erosion of intermediate or final cover of a magnitude that would be considered significant will consist of areas that in the opinion of the landfill manager jeopardize the integrity of the intermediate or final cover. These areas will be repaired within five days of detection as weather permits by restoring the cover material, grading, compacting, and seeding. If conditions warrant, and the commission's regional office approves otherwise, based on the extent of the damage, time to repair, or weather conditions, the five day requirement may be extended. The date of detection of erosion and date of completion or repairs, including reasons for any delays, will be documented in the cover inspection record. The landfill manager will inspect the intermediate and final cover at the site on a weekly basis and after a rain event in which runoff occurs.

Cover Inspection Record

A cover application record shall be maintained at the site and readily available for inspection by TCEQ and authorized agents or employees of local governments having jurisdiction. The record shall specify the date that cover was accomplished, how it was accomplished, and the last area covered. This applies to daily, alternate daily, intermediate, and final cover. For final cover, the record shall also specify the thickness applied on that date. Each entry shall be certified by signature of the landfill manager or designated representative.

A cover inspection record will be maintained that documents inspections of daily, intermediate and final cover, the findings, and corrective action taken when necessary.

4.24 PONDED WATER §330.167

Measures shall be implemented to prevent ponding of water over waste in the disposal areas. When ponded water does occur in the active portion of the MSWLF unit, it shall be actively removed with portable pumps. Ponded water from an area with at least 12 inches of intermediate cover shall be pumped/removed to the site drainage system. Contaminated water found within active disposal areas shall be handled in accordance with Part III, Attachment 15, Leachate and Contaminated Water Management Plan. Refer to Attachment 15 for requirements and handling procedures for contaminated water. Ponded water that occurs in the active portion of the facility or on a closed portion of the facility must be eliminated and the area in which the ponding occurred will be filled in and regraded within seven days of the occurrence.

4.24.1 Ponding Prevention Plan

The potential for ponding of water over waste areas will be minimized by achieving a high density compaction during the placement of the wastes and by constructing and maintaining proper cover and slope on all areas so that stormwater will not pond and drain properly, either to the site drainage system (for intermediate or final covered areas) or to run-off control structures (for active disposal areas). Measures shall be implemented to minimize ponding of water over waste in the disposal areas, such as the installation of upgradient diversion berms to minimize the amount of water entering the disposal area, and proper construction of the working face slopes.

Active portions of the landfill; including final covered areas not in post closure care, intermediate cover areas, and daily cover areas, will be inspected at least weekly for signs of ponded water or depressions that could potentially pond water. Additional inspections may be conducted after rainfall events in excess of 1/2 inch or more rain in a 24 hour period. These inspections will be conducted within a day of the rainfall event. However, during periods of extended or heavy rainfall, portions of the site may not be accessible to vehicles for inspection. During these periods it may be necessary to allow for drying prior to accessing the remote sections of the site for inspection.

During the post closure period of closed portions of the landfill, the final cover will be inspected and maintained annually, at a minimum, in Accordance with Part III, Attachment 13, Post Closure Care Plan.

Depressions that could potentially pond water will be eliminated by filling and/or regrading within 7 days of identification, weather and access permitting.

Ponded water will be eliminated within 7 days of occurrence, weather and access permitting.

Ponded water areas may be corrected by implementing one or more of the following procedures:

- Pumping water out of the depression,
- Regrading and allowing the water to flow off, and
- Adding cover soils to fill the depression and forcing the water on to areas of the landfill that allows the water to flow off the landfill.

However, during periods of extended or heavy rainfall, the site may not be able to operate on the cover materials without further compromising the cover with the tracking of equipment. During these periods, the site may allow for a day of drying prior to accessing the ponded water site with equipment. The ponded water will be eliminated on the second consecutive day without rainfall.

After the ponded water has been removed the site will be regraded and/or filled with additional cover soil to eliminate the potential for ponded water and promote positive drainage.

Water that has been in contact with waste, daily cover, and/or alternate daily cover (ADC) will be removed and handled as contaminated water in accordance with Part III, Attachment 15, Leachate and Contaminated Water Management Plan and Part III, Attachment 6, Groundwater and Surface Water Protection Plan and Drainage Plan.

In general, contaminated water will be contained in the area of the working face behind the containment berm. This water will not be handled as leachate. The contaminated water will be pumped directly into a tanker truck if necessary or pumped to on-site storage tanks. Contaminated water pumped directly to a tanker truck will be disposed of off-site at an approved treatment facility. Any of the aforementioned transmission systems may be utilized.

Contaminated water may not be recirculated.

Records will be kept in the facility Operating Record to demonstrate compliance with the requirements of this section.

4.25 DISPOSAL OF SPECIAL WASTE §330.171

Special waste is any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect human health or the environment. The various types of special wastes are defined in 30 TAC §330.3.

The following special wastes will be accepted without prior written authorization from the TCEQ provided the waste is handled in accordance with the procedures listed below:

- Special wastes from health care related facilities that have been treated in accordance with the procedures specified in Subchapter Y of the TCEQ regulations (relating to Medical Waste Management).
- Dead animals and/or slaughterhouse waste provided the carcasses and/or slaughterhouse waste are covered by 3 feet of other solid waste or at least 2 feet of earthen material immediately upon receipt. Dead animals may also be composted in accordance with the Compost Plan and 30 TAC Chapter 332.
- Non-regulated asbestos-containing materials (non-RACM) provided the wastes are placed on the active working face and covered in accordance with the regulations. Under no circumstances shall any material containing non-RACM be placed on any surface or roadway which is subject to vehicular traffic or disposed of by any other means by which the material could be crumbled into a friable state.
- Regulated asbestos-containing material (RACM) as defined in 40 CFR ' 61 may be accepted for disposal in accordance with the asbestos handling plan (Appendix B of this Site Operating Plan).
- Empty containers that have been used for pesticides, herbicides, fungicides, or rodenticides shall be disposed of in accordance with subparagraphs (a) and (b) of this paragraph.
  - (a) These containers may be disposed of at the disposal facility provided that:
    - (i) the containers are triple-rinsed prior to receipt at the landfill;
    - (ii) the containers are rendered unusable prior to or upon receipt at the landfill; and
    - (iii) the containers are covered by the end of the same working day they are received.
  - (b) Those containers for which triple-rinsing is not feasible or practical (e.g. paper bags, cardboard containers) may be disposed of under the provisions of paragraph (6) of this Section 4.24 or in accordance with 30 TAC '330.137 (relating to Disposal of Industrial Wastes), as applicable.

- Municipal hazardous waste from a very small quantity generator (VSQG) provided the amount of waste does not exceed 220 pounds (100 kilograms) per month per generator, and provided the facility owner or operator authorizes acceptance of the waste.
- Sludge, grease trap waste, or grit trap waste from municipal sources if the material has been treated or processed and the treated/processed material has been tested, in accordance with Test Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Publication Number SW-846), as amended, and is certified to contain no free liquids.
- Municipal wastewater treatment sludge (sewage sludge) that, upon receipt, meets the requirements of Class A sewage sludge (30 TAC 312.8) and the metal concentrations in 30 TAC 312.43(b)(3) will either be disposed as described above, or will be beneficially reused. Beneficial use of sewage sludge may include use as an soil additive to enhance establishment of vegetation on landfill intermediate or final cover areas. Sewage sludge may be added to soil in percentages ranging from zero (0) to 100 percent by volume, sludge to soil. Sewage sludge may make up a maximum of 50% by volume of the finished mixture. The finished mixture must contain at least 50% soil by volume. These percentages will vary and will be dependent on the physical characteristics of the soil and sludge being used. The sewage sludge and soil may either be mixed in a pile with an excavator, bulldozer, or spread and plowed with a disk, harrow, rototiller, or similar device. Additional thickness of sewage enhanced soil may be required to maintain the minimum intermediate or final cover thicknesses as the organic volume of the sewage sludge decomposes. Prior to the facility's land applying of any Class A sewage sludge, all necessary authorizations required under 30 TAC 312 will be obtained.
- Sludge, grease trap waste, grit trap waste, and liquid waste from other municipal sources may be accepted for processing/stabilization at Williamson County RDF in accordance with 30 TAC 330.171(c)(7) utilizing the following procedures:

  (a) Williamson County RDF will provide either a metal or concrete basin placed for the processing/stabilization of liquid wastes. The basin will be placed within a disposal sector which is underlain by a TCEQ-approved composite liner system or, when placed outside a disposal sector underlain by a TCEQ-approved composite liner system, the basin will be underlayed by a 3-foot thick (minimum) compacted clay zone. Under no circumstances will the basin be placed in an area outside of the permitted waste footprint. The 3-foot thick compacted clay zone will be constructed in accordance with the requirements for soil liners included in Part III, Attachment 10, Soil and Liner Quality Control Plan. When the basin is placed within waste fill, the excavation around

the basin may be backfilled with either waste material and/or soil (a minimum 12 inches of intermediate cover soil is required over the waste backfill). When the basin is placed outside of waste fill, the excavation around the basin shall be backfilled with clean soil. The soil or intermediate cover soil will be graded around the basin to insure that stormwater runoff is directed away from the basin. The basin will be placed to insure a minimum of one foot of the basin extends above the surrounding soil.

(b) Once the basin is in place, trucks will be able to discharge their contents directly into the basin for mixing. Lime, fly ash, cement or lime kiln dust, Portland cement, hydrated lime, dried sludge, saw dust, auto fluff, shredded paper, wood chips, dirt, or any combination of these materials may be used for liquid stabilization. Also, contaminated soils as allowed by this section may be used as the solidifying agent. All solid waste materials stockpiled as the solidifying agent for liquid stabilization shall be stored in such a manner that they do not constitute a fire, safety, or health hazard or provide food or harborage for animals and vectors, and shall be contained or bundled so as not to result in litter. All solid waste materials stockpiled as the solidifying agent for liquid stabilization shall be stored as described in Part III, Attachment 6, Groundwater and Surface Water Protection Plan and Drainage Plan regarding the minimization and management of contaminated water and the management of water that has not contacted waste. The liquid stabilization basin will designed to control and contain a worst case spills and contaminated water from leaving the facility. To assure containment, the liquid waste stabilization basins will be placed or constructed over a composite liner system. Liquid stabilization basins may be placed or constructed in waste fill areas underlain by a TCEQ approved composite liner. Liquid stabilization basins placed or constructed in waste fill areas without a TCEQ composite liner or in non-waste filled areas will be underlain by a constructed composite liner. This composite liner system will consist of a 60-mil High Density Polyethylene (HDPE) geomembrane underlain by two feet of recompacted soil liner with a maximum hydraulic conductivity of $1x10^{-7}$ centimeters per second. The 60-mil HDPE shall have a minimum of 2 feet of protective cover to any surface of the liquid stabilization basin. These composite liner components will be constructed in accordance with Part III, Attachment 10, Soil and Liner Quality Control Plan (SLQCP). Section 1.0 of the SLQCP addresses the purpose of the plan, regulatory requirements and full-time quality control/quality assurance; Section 2.0 addresses the construction of Soil Liners; Section 3.0 addresses Geomembrane Liners; Section 4.0 addresses Leachate Collection Layer and is not applicable to the liquid

stabilization basin; Section 5.0 addresses liners constructed below the seasonal high water table and is not applicable to the liquid stabilization basin; and Section 6.0 addresses documentation and reporting. Details of the liquid stabilization basin and the composite liner are included in Figure IV-1, Liquid Stabilization Basin Details. The containment area will be operated with a minimum 1-foot freeboard, this is sufficient to account for the precipitation from the 7.9-inch, 25-year, 24-hour storm (according to the National Weather Service Precipitation Depth Maps). Control of odors, vectors, and windblown waste from the solid waste material solidification agent stockpiles shall be maintained. Mixing will be accomplished with a backhoe or other appropriate machinery. Each batch of stabilized material will be tested for free liquids in accordance with Test Method 9095 (Paint Filter Liquids Test_ as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Publication Number SW-846). Upon verification of the stabilized material passing the paint filter test, the mixture will be removed from the basin and deposited at the active working face for disposal.

(c) The processing/stabilization of the liquid wastes received will be conducted in a manner so as to minimize the potential for odor-related nuisances. To further minimize the potential for odor-related nuisances, the liquid waste stabilization basin will be located so as to maintain a minimum of 1,000 feet separation between the basin and the nearest resident. The basin will be placed within a disposal sector which is underlain by a TCEQ-approved composite liner system or, when placed outside a disposal sector underlain by a TCEQ-approved composite liner system, the basin will be underlayed by a 3-foot thick (minimum) compacted clay zone. Under no circumstances will the basin be placed in an area outside of the permitted waste footprint. Liquid stabilization basin will not be located in Cells 2A, 3B, 3C, and 3D due to the 1,000 feet restriction from the residences. The exact location of the basins will be determined by the site operator based on operational needs of the facility. The initial area denoted for liquid stabilization basin placement is shown in Figure III-1.1, Site Layout Plan. Under no circumstances will the basin be placed in an area outside of the permitted waste footprint. Prior to relocating the basins the operator will submit a modification request to the TCEQ in accordance with 30 TAC 305. Upon approval of the modification request, and prior to the actual relocation of the basins, the operator will notify the TCEQ's regional office of the projected date of relocation.

(d) Each time the basin is emptied or moved, it will be inspected for holes or other signs of leakage. The basin will be covered while not in use with a portable synthetic daily cover or a fitted rigid cover to exclude rainfall from the basin.

- (e) Liquid waste will be processed and disposed of the same day it is received; or, if it is not disposed of the same day it is received, the unprocessed and processed liquid waste will remain in the liquid stabilization basin and the basin will be covered or enclosed in an odor-retaining container or vessel overnight until it is processed and disposed. Soil contaminated by petroleum products, crude oils, or chemicals (also referred to as petroleum contaminated soils) may be accepted for disposal without specific TCEQ approval only if they are tested as being under the limits specified in the following table.

CONTAMINANT	CONSTITUENTS OF CONCERN	MAXIMUM CONTAMINANT LEVEL MUST BE LESS THAN	MINIMUM LANDFILL CRITERIA
Automotive Gasoline	Benzene TPH Lead[2]	0.5 mg/l[1] 1500 mg/kg 1.5 mg/l[1]	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring
All Other Fuels (i.e., Diesel, Kerosene, Aviation, Fuel Oil, etc.)	Benzene TPH Lead[2]	0.5 mg/l[1] 1500 mg/kg 1.5 mg/l[1]	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring
Used Motor Oil from an Internal Combustion Engine	Benzene TPH Lead[2]	0.5 mg/l[1] 1500 mg/kg 1.5 mg/l[1]	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring
All Other Petroleum Hydrocarbons	TPH PCBs[4]	1500 mg/kg 50 mg/kg	Type I, TCEQ approved liner or Constructed Clay Liner[3] and Groundwater Monitoring

[1] An analysis of total contaminant level may be used as a screening tool prior to Toxicity Characteristic Leaching Procedure (TCLP). To determine the maximum total contaminant level at which a TCLP is not necessary multiply the table limit by a factor of twenty. This formula is extrapolated from a twenty to one dilution factor when preparing TCLP samples for analysis (Title 40 Code of Federal Regulations, Part 261, Appendix II). If a contaminant total level exceeds twenty times the table limit (e.g. total lead >30 mg/kg, total benzene >10 mg/kg, etc), then TCLP must be performed. Please note that this extrapolation is applicable only to solids.

[2] If it is known, through process knowledge, that the Automotive Gasoline, fuels and motor oil did not contain lead, it is not necessary to test for lead.

[3] Landfill liner that meets the requirements in 30 TAC Chapter '330.331. The minimum protection liner will be a composite liner as defined in '330.331(b) or an alternate design approved by the Executive Director.

[4] If it is known, through process knowledge, that All Other Petroleum Hydrocarbons did not contain PCBs, it is not necessary to test for PCBs.

[5] If it is known through process knowledge that motor oil did not contain benzene, it is not necessary to test for benzene.

To determine whether or not a soil meets the criteria listed in the table, one composite sample will be taken for every 50 cy of contaminated soil. The composite sample should be comprised of 4 separate grab samples from within the 50 cy. The person taking the sample should strive to obtain the most representative sample possible. All samples must be analyzed for total petroleum hydrocarbon (TPH). When additional parameters are required (benzene, lead, or PCBs) it is only necessary to analyze the sample that is determined to contain the highest level of TPH from each of 200 cy. For example, if there is 400 cy of contaminated soil, there should be eight samples tested for TPH and the two samples with the highest TPH level from those samples should be analyzed for the additional parameters of concern. Laboratory detection limits must be less than or equal to the maximum contaminant levels listed in the preceding table for the analysis to be considered valid.

Other soils contaminated by petroleum products, crude oils, or chemicals (not addressed in the table) will require specific authorization on a case-by-case basis prior to disposal. Requests for authorization to dispose of contaminated soils will be accompanied by analytical data (including signed laboratory reports, chain-of-custody information, Quality Control Data, and a sampling plan) or data as required by the TCEQ.

Prior to receiving the above types of waste, the customer/generator shall provide sufficient documentation that their wastes meet all of the requirements listed above. This type of documentation, when necessary, should include information such as the generator's information, description of the waste, description of the process generating the waste, volume of waste, waste/chemical composition, physical characteristics, and any other information the site manager deems necessary. This documentation may be included on a waste profile form such as the one included at the end of this document. Analytical data used for documentation shall not be more than one year old.

Authorized personnel responsible for reviewing special waste documentation shall be familiar with the application of relevant regulations and guidance documents pertaining to waste classification, waste characterization, and hazardous waste determination. Applicable regulations and guidance documents include: 40 CFR Part 261 - Identification and Listing of Hazardous Waste; 30 TAC §335, Subchapter R - Waste Classification; and TCEQ Regulatory Guide RG-22, Guidelines for the Classification and Coding of Industrial and Hazardous Wastes.

No other special wastes will be accepted for disposal without prior written approval from the TCEQ. The maximum allowable limits for the concentration of the constituents of concern in the wastes to be accepted in the landfill shall be per 30 TAC §335, Subchapter R, Appendix 1, Table 1, or as approved by the TCEQ.

Class I industrial non-hazardous waste not routinely collected with municipal solid wastes will not be accepted for disposal at this facility.

4.26 DISPOSAL OF INDUSTRIAL WASTE §330.173

Industrial nonhazardous waste is defined by §330.3 as solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations, classified as follows: Class II industrial Solid Waste – any individual solid waste or combination of industrial solid wastes that cannot be described as Class I or Class III, as defined in §335.506 (relating to Class II waste determination). Class III Industrial Solid Waste – any inert and essentially insoluble industrial solid waste, including materials such as rock, brick, glass, dirt, and certain plastics and rubber, etc. that are not readily decomposable as defined in §335.507 (relating to Class III waste determination). Class II and Class III industrial solid wastes may be accepted at a Type I facility, provided disposal of these wastes does not interfere with proper operation of the facility.

This facility will not accept Class 1 industrial solid waste, with the exception of wastes which are Class I only because of asbestos content. Waste classified as Class I only because of asbestos content may be accepted by the facility for disposal and will be managed in accordance with 30 TAC §330.171(b)(3) and Appendix B of this SOP. All shipments of Class I industrial waste only because of asbestos content must be accompanied by a manifest as required by the commission.

The amount of Class I industrial non-hazardous waste (Class I only because of asbestos content) received will not exceed 20% of the total amount of waste (not including Class 1 wastes) accepted during the current or previous year in accordance with §330.173(e) and §330.173(f). The amount of waste may be determined by volume or weight, but the same unit of measure must be used for each year, unless a variance is authorized by the executive director.

In the event that a prohibited industrial solid (Class I) waste arrives at the site, the landfill manager will follow the appropriate procedures as outlined in Section 4.2. The facility will operate in compliance with

30 TAC §330.173 or any special conditions imposed by the executive director. Failure to operate in accordance with 30 TAC §330.173 may result in revocation of the authorization to accept a Class I waste.

The facility may accept Class II and III industrial solid waste for disposal provided the acceptance of this waste does not interfere with facility operations. These types of waste will be treated as typical municipal solid waste.

4.27 VISUAL SCREENING OF DEPOSITED WASTE §330.175

Final, intermediate, daily and ADC cover will provide screening of deposited waste materials from view. The landfill is initially screened by vegetation located along the unnamed drainage tributary along the north side of the site and Mustang Creek along the south side of the site. As aerial filling progresses to the east, final sideslope cover will be placed and vegetated on the landfill and perimeter drainage channels and final cover drainage channels and terraces will be constructed. Additionally, vegetated soil berms or vegetated berms constructed of compost or mulch may be temporarily utilized as visual screening berms at locations throughout the facility.

Also, existing vegetation in the 125 foot minimum buffer zones shall be maintained, where possible, to provide visual screening of deposited waste materials from view. The natural vegetation in the buffer zone around the site shall be left as is, as much as possible, to provide visual screening and to keep the area with the appearance of the natural surrounding. The M/S shall ensure, if necessary, that litter is cleaned from the buffer areas on a routine basis.

Existing natural vegetation in the buffer zones shall be maintained, where possible, to provide visual screening of disposal operations from public view. The facility will continue to operate the landfill in a manner that will provide the maximum screening possible within the requirements of the design until such time as the ED determines that additional screening is required.

4.28 LEACHATE AND GAS CONDENSATE RECIRCULATION §330.177

The landfill leachate or gas condensate derived from a landfill unit may be recirculated into a Type I landfill unit at the same facility from which the leachate or gas condensate was derived. Leachate or gas condensate can only be recirculated in landfill units that are designed and constructed with a leachate collection system and a composite liner.

The landfill will recirculate leachate in accordance with the requirements of Part III, Attachment 15, Leachate and Contaminated Water Management Plan,

The recirculation will be accomplished in a manner that prevents ponding or significant accumulations of leachate in any one area. Contaminated runoff and groundwater will not be recirculated.

The leachate and gas condensate does not need to be characterized for recirculation into an approved Type I landfill unit or sent to a publicly owned treatment works or Resource Conservation and Recovery Act authorized facility beyond that required by the treatment facility. All contaminated water shall be managed as specified in Part III, Attachment 15, Leachate and Contaminated Water Management Plan.

The landfill may also dispose of leachate or gas condensate in leachate evaporation ponds or off-site disposal as described in Part III, Attachment 15, Leachate and Contaminated Water Management Plan.

The Williamson County RDF will not discharge contaminated water without specific written authorization from the TCEQ. This facility is authorized to discharge uncontaminated storm water runoff pursuant to the TPDES permit and Storm Water Pollution Prevention Plan (SWPPP). This authorization applies only to stormwater collected in the facility drainage system. No contaminated water (water which has come in contact with solid waste or leachate) may be discharged from the site through the facility drainage system pursuant to this authorization. Storm water and any other water that collects in or runs off from the working face and/or areas with only daily cover or alternative daily cover (if authorized) material must be managed as contaminated water.

All contaminated water shall be managed as specified in Part III, Attachment 15, Section 1.0; Introduction; 1.1, Regulatory Requirements; and 3.0, Leachate Minimization Practices; and Part III, Attachment 6, Groundwater and Surface Water Protection/Drainage Plan; Sections 2.1, Surface Drainage Controls; 2.2, Minimization and Management of Contaminated Water; and 2.3, Management of Water that has Not Contacted Waste.

Additionally, the facility will be operated in accordance with provisions provided in the Site Development Plan, Part III, Section 4.0, Surface Water Protection, which states that the design and operation of the facility will not cause:

1. a discharge of solid wastes or pollutants adjacent to or into the water in the state, including wetlands, that is in violation of the requirements of the Texas Waster Code, §26.121.
2. a discharge of pollutants into waters of the United States, including wetlands, that violates any requirements of the Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, pursuant to §402 as amended.
3. a discharge of dredged or fill material to waters of the United States, including wetlands, that is in violation of the requirements under the Federal Clean Water Act, §404, as amended.
4. a discharge of a nonpoint source pollution of waters of the United States, including wetlands, that violates any requirement of an area wide or statewide water quality management plan that has been approved under the Federal Clean Water Act, §208 or §319, as amended.

FORMS

EXAMPLE

OPERATING RECORD ENTRY FORM

EXAMPLE

WILLIAMSON COUNTY RDF

OPERATING RECORD ENTRY FORM

Document	Document Date	Document Placed In OR File No.

EXAMPLE

WASTE CHARACTERIZATION DATA FORM

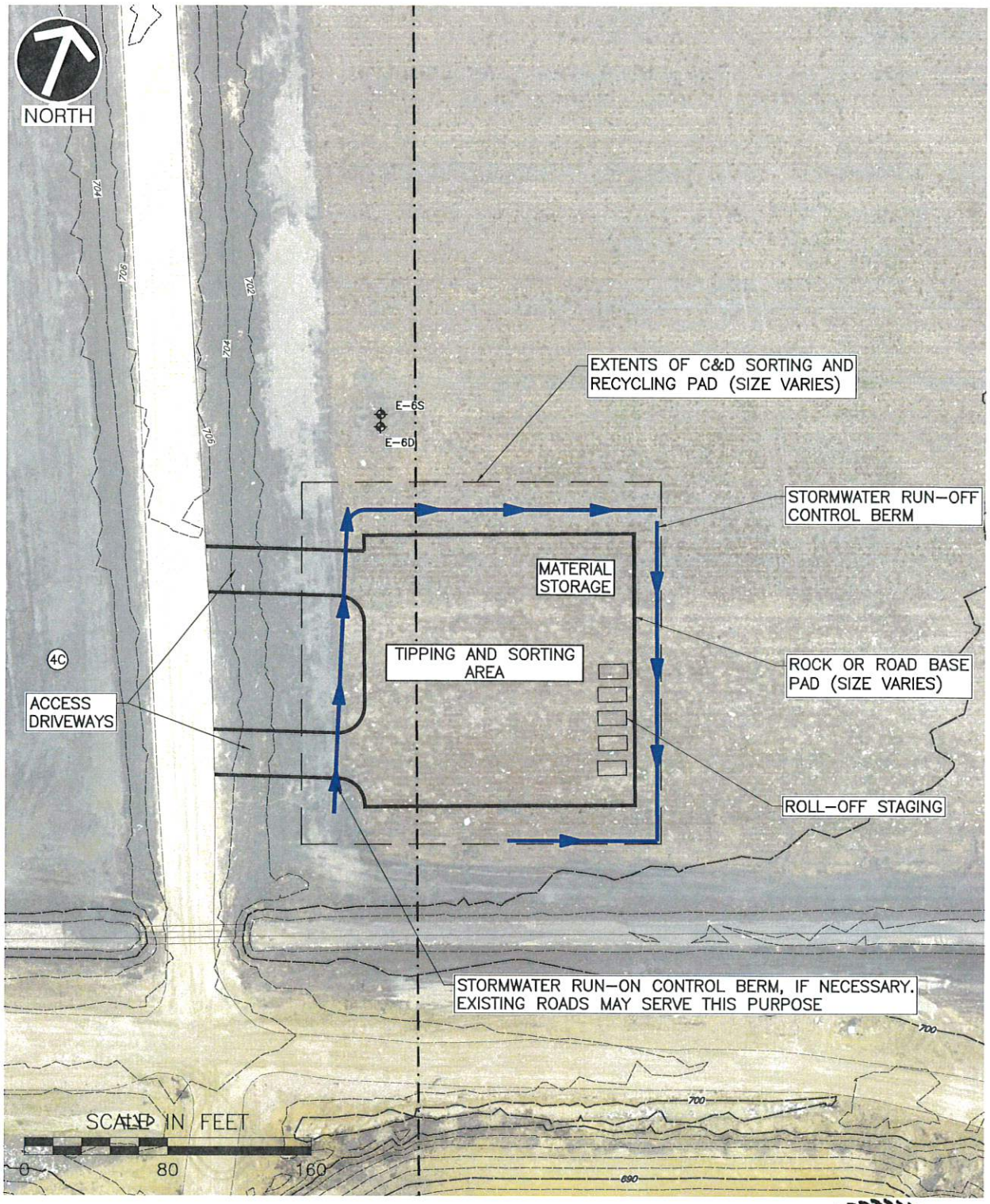
EXAMPLE

LOAD INSPECTION REPORT FORM

EXAMPLE

WASTE DISCREPANCY REPORT FORM

FIGURES



GENERAL NOTES

1. THE C&D SORTING AND RECYCLING AREA MAY BE PLACED ANYWHERE WITHIN THE LANDFILL PERMIT BOUNDARY THAT IS NOT CURRENTLY BEING USED FOR SOLID WASTE DISPOSAL.
2. THE LAYOUT SHOWN IS TYPICAL, BUT THE C&D SORTING AND RECYCLING PAD LAYOUT MAY BE ADJUSTED TO ACCOMMODATE EXISTING CONDITIONS AT THE SELECTED LOCATION.

LEGEND

- PERMIT BOUNDARY
- PERMITTED LIMIT OF WASTE
- CELL BOUNDARY (APPROXIMATE)
- 1000' SETBACK FROM F.M. 1660
- -80- EXISTING GROUND CONTOUR
- 3C CELL DESIGNATION
- 85 / SE SITE COORDINATE GRID
- N 10,198,500 / E 3,173,500 STATE PLANE COORDINATE GRID
- MW-06/E-1D MONITORING WELL/PIEZOMEMETER LOCATION

REFERENCES

EXISTING CONTOURS, PLANIMETRIC FEATURES AND AERIAL PHOTO FROM AERIAL SURVEY BY HYDREX ENVIRONMENTAL (DATE OF PHOTOGRAPHY: FEBRUARY 1, 2022).

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
9-15-23

REVISION RECORD

NO	DATE	DESCRIPTION

CEC
Texas Registered Engineering Firm F-38
Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Ph: 512.439.0400 · Fax: 512.329.0096
www.cecinc.com

WASTE MANAGEMENT - SOUTH TEXAS
WILLIAMSON COUNTY RECYCLING AND DISPOSAL FACILITY
WILLIAMSON COUNTY, TEXAS

TYPICAL C&D SORTING AND RECYCLING PAD LAYOUT

DATE:	AUGUST 2022
DRAWN BY:	JSC
DWG SCALE:	1" = 80'
CHECKED BY:	DRAFT
PROJECT NO:	324403.TCEQ
APPROVED BY:	*HAND SIGNATURE ON FILE DRAFT

DRAWING NO.: IV-C-1

P:\324403-0001\324-4031\-01\324403-SW01-SitePlanPreliminary.dwg(IV-C-1) LS(8/11/2022 - emahaney) - LP: 8/11/2022 11:33 PM

APPENDICES

WILLIAMSON COUNTY RECYCLING & DISPOSAL FACILITY PERMIT AMENDMENT APPLICATION MSW-1405B WILLIAMSON COUNTY, TEXAS

SITE OPERATING PLAN APPENDIX C - C&D SORTING AND RECYCLING PLAN

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
9900 Giles Road
Austin, Texas 78754



Prepared by:

Civil & Environmental Consultants, Inc.
Texas Board of Professional Engineers Registration No. F-38
3711 South MOPAC, Building 1, Suite 550
Austin, Texas 78732

SEPTEMBER 2023

Inert construction and demolition materials such as brick, rock, sand, glass, concrete, etc. and non-inert construction and demolition materials such as wood, asphalt, and metal may be segregated from the incoming waste stream for onsite re-use or sent offsite for recycling. These materials will be processed at the designated C&D sorting and recycling area, which may be any area within the landfill permit boundary that is not currently being used for solid waste disposal. Since the sorting and recycling area will manage non-inert materials, stormwater run-on and run-off will be controlled in this area. A typical layout for the sorting and recycling area is shown on Figure IV-C-1.

The construction and demolition waste deposited at the C&D sorting and recycling area will be separated by waste stream for recycling. Separation will be conducted by individual load (if waste material is homogenous), with site equipment, or by hand. Some of the waste streams will be taken directly to roll-off containers and shipped off-site to appropriate facilities to be further processed and recycled or reused, and others, such as wood mulch and concrete may be used on site for soil stabilization, soil enhancement, or for road construction. The C&D sorting and recycling area will remain free of putrescibles and household wastes. These inert and non-inert materials will continuously be reused for site operations or transported offsite for recycling, and there is no time limit on the storage of these materials. If a significant work stoppage should occur at the waste sorting and recycling area due to a mechanical breakdown or other causes, the facility shall accordingly restrict the diverting of solid waste and all incoming solid waste shall be directed to the active disposal area until the sorting and processing area is returned to operation.

All waste shall be stored in such a manner that it does not constitute a fire, safety, or health hazard or provide food or harborage for animals and vectors, and shall be contained or bundled so as not to result in litter. The site water truck may be used for extinguishing fires as detailed in Section 4.4 of this SOP. All employees working at or near the sorting and recycling area shall be trained on the requirements of the Fire Protection Plan included in Section 4.4.

Road base or rock access roads will be constructed as necessary to provide all-weather access to the sorting and recycling area. All-weather pads may also be constructed within the sorting and recycling area to allow for roll-off staging and material storage. Vehicle parking for equipment and employees will be provided. Employees will park near the landfill scalehouse, maintenance facility, or at the sorting and recycling area. Equipment can be parked adjacent to the storage or processing unit.

The sorting and recycling area will be inspected weekly to verify the integrity of the stormwater controls and look for ponded water and accumulated litter or debris that needs to be collected.

SLQCP CLEAN PAGES

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SOIL AND LINER QUALITY CONTROL PLAN

PART III, ATTACHMENT 10

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
9900 Giles Road
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Prepared By:

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Revised by:

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MAY 2005
TECHNICALLY COMPLETE: FEBRUARY 2006
REVISED: SEPTEMBER 2023

particle size as indicated in Section 3.11.2. Granular materials placed around collection pipes must have grain size compatible with the size of the holes in the collection pipes. Geosynthetic materials (i.e. geocomposite, geonet, and geotextiles) used in leachate collection layers must have the transmissivity and other properties as specified in the SDP.

4.2 Construction

Granular materials should be placed and spread using equipment and methods that minimize generation of fine material. Material placed over geomembrane or other geosynthetics should be placed as described in Sections 3.11.1. Granular materials should not receive any compaction other than that which is incidental to the placement and spreading process.

4.3 Quality Assurance Testing

Quality assurance testing on granular soils by the independent laboratory should consist of grain size (ASTM D 422) and permeability (ASTM D 2434) analysis conducted at a frequency of 1 per 3,000 yd^3 of material placed. Permeability testing requirements can be waived if it can be shown through correlation with the grain size analysis that the material easily meets the permeability criteria. All tests should be conducted on material after it has been placed to allow for any grain size reduction that may have occurred during the placement process. It is also recommended that the granular material be tested at its source for grain size (and permeability, if necessary) to pre-qualify the material prior to its use.

Granular material used in leachate collection layers must be tested for calcium carbonate content (using ASTM D 3042 or J&L Test Method S-105-89 or other appropriate method) by either the supplier or independent laboratory. The measured calcium carbonate content must not exceed 15%.

If chimney drains are not provided through the protective cover to the leachate collection system, permeability test must also be conducted on the protective cover to verify permeability no less than $1x10^{-4}$ cm/sec.

The manufacturer's test results for geosynthetic materials should be checked and verified by the GP to meet the minimum requirements for these materials established in the SDP.

HDPE Geomembrane and Geocomposites
Material Specifications



GEOSYNTHETIC MATERIAL SPECIFICATIONS

SINGLE-SIDED AND DOUBLE-SIDED GEOCOMPOSITES SPECIFICATIONS

PROPERTY	TEST METHOD	UNITS	SPECIFIED VALUES	MQC TESTING FREQUENCY	QUALIFIER
GEOTEXTILE COMPONENT					
TYPE			NON-WOVEN		
MASS PER UNIT AREA	ASTM D5261	OZ/YD^2	6	1 PER 100,000 FT^2	NORMAL
GRAB TENSILE STRENGTH	ASTM D4632	LBS	157	1 PER 100,000 FT^2	MINIMUM
TRAPEZOIDAL TEAR STRENGTH	ASTM D4533	LBS	56	1 PER 100,000 FT^2	MINIMUM
PUNCTURE STRENGTH	ASTM D6241	LBS	315	1 PER 100,000 FT^2	MINIMUM
APPARENT OPENING SIZE	ASTM D4751	SIEVE SIZE	70	1 PER 540,000 FT^2	MINIMUM
WATER PERMEABILITY	ASTM D4491	CM/S	1×10^{-2}	1 PER 540,000 FT^2	MINIMUM
UV RESISTANCE	ASTM D4355	PERCENT STR. RET. @ 500 HRS	70	PER FORMULATION	MINIMUM
GEONET COMPONENT					
POLYMER COMPOSITION	-	PERCENT	95% POLYETHYLENE	-	MINIMUM
THICKNESS	ASTM D5199	MILS	200	1 PER 100,000 FT^2	MINIMUM
TENSILE STRENGTH	ASTM D 5035	LB/IN	40	1 PER 100,000 FT^2	MINIMUM
DENSITY	ASTM D1505	G/CC	0.940	1 PER 100,000 FT^2	MINIMUM
CARBON BLACK CONTENT	ASTM D4218	PERCENT	2.0 TO 3.0	1 PER 100,000 FT^2	RANGE
MELT INDEX	ASTM D1238	G/10 MIN	1.0	1 PER 100,000 FT^2	MAXIMUM
GEOCOMPOSITE					
TRANSMISSIVITY(1)	ASTM D 4716	M^2/S	7.6×10^{-4}	1 PER 540,000 FT^2	MINIMUM

NOTES:

(1) TRANSMISSIVITY TEST SHALL BE PERFORMED AT: APPLIED STRESS OF 10,000 PSF (MIN.), GRADIENT OF 0.02, LOAD DURATION OF 15 MINUTES AND WITH TEST CONFIGURATION BETWEEN TWO STEEL PLATES.

(2) SPECIFIED TEST METHODS AND PARAMETERS MAY BE MODIFIED BY THE PROFESSIONAL-OF-RECORD (POR) TO BE CONSISTENT WITH CHANGES TO THE INDUSTRY STANDARD ASTM OR GRI METHODS AS THEY BECOME AVAILABLE.

ATTACHMENT 3 – FEE PAYMENT RECEIPT

Perkin, Corey

From: steers@tceq.texas.gov
Sent: Thursday, December 15, 2022 9:05 AM
To: Perkin, Corey
Subject: TCEQ ePay Receipt for 582EA000517099

This is an automated message from the TCEQ ePay system. Please do not reply.
Trace Number: 582EA000517099
Date: 12/15/2022 09:05 AM
Payment Method: CC - Authorization 0000011195
TCEQ Amount: $150.00
Texas.gov Price: $153.63*

* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

Actor: COREY PRAY PERKIN
Email: cperkin@cecinc.com

Payment Contact: COREY PERKIN
Phone: 512-439-0400
Company: CIVIL & ENVIRONMENTAL CONSULTANTS
Address: 3711 S MOPAC EXPRESSWAY BUIL, AUSTIN, TX 78746

Fees Paid:
Fee Description AR Number Amount
HAZARDOUS WASTE PERMIT - NEW, AMENDMENTS & MODIFICATIONS $100.00
30 TAC 305.53B HWP NOTIFICATION FEE $50.00

TCEQ Amount: $150.00

Voucher: 605732
Trace Number: 582EA000517099
Date: 12/15/2022 09:05 AM
Payment Method: CC - Authorization 0000011195
Voucher Amount: $100.00
Fee Paid: HAZARDOUS WASTE PERMIT - NEW, AMENDMENTS & MODIFICATIONS
RN Number: RN100225754
Site Name: WILLIAMSON COUNTY RECYCLING & DISPOSAL FACILITY
Site Location: HUTTO
Customer Name: WASTE MANAGEMENT OF TEXAS INC
Customer Address: 600 LANDFILL RD, HUTTO, TX 78634

Voucher: 605733
Trace Number: 582EA000517099

Date: 12/15/2022 09:05 AM
Payment Method: CC - Authorization 0000011195
Voucher Amount: $50.00
Fee Paid: 30 TAC 305.53B HWP NOTIFICATION FEE

==========

To print out a copy of the receipt and vouchers for this transaction
either click on or copy and paste the following url into your browser:
https://www3.tceq.texas.gov/epay/index.cfm?fuseaction=cor.search&trace_num_txt=582EA000517099.

This e-mail transmission and any attachments are believed to have been sent free of any virus or other defect that might affect any computer system into which it is received and opened. It is, however, the recipient's responsibility to ensure that the e-mail transmission and any attachments are virus free, and the sender accepts no responsibility for any damage that may in any way arise from their use.

Commissioners Court - Regular Session **37.**

Meeting Date: 10/24/2023

HNTB 70391 GEC Road Bond Contract Amendment No 6

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This Contract Amendment No 6 is to add subconsultant rates for Front Line Advisory Group, LLC.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 GEC Road Bond Contract Amendment No 6

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/19/2023 10:31 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:50 AM
Form Started By: Vicky Edwards		Started On: 10/18/2023 04:09 PM
Final Approval Date: 10/19/2023		

DocuSign Envelope ID: 73E4795A-A5FC-4489-8453-BF12F772A02D

CONTRACT AMENDMENT NO. 6
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services)

THIS CONTRACT AMENDMENT NO. 6 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit C; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: [signature] 5418923C447...	By:
Signature	Signature
A. Scott Haywood	
Printed Name	Printed Name
Senior Vice President	
Title	Title
10/5/2023	
Date	Date

HNTB

Contract No. 70391

EXHIBIT C

RATE SCHEDULE

Classification	2021 Billing Rate	2021 Premuim OT Billing Rate	2022 Billing Rate	2022 Premuim OT Billing Rate
Principal	$390		$420	
Sr. Financial Advisor	$369		$397	
Sr. Project Advisor	$353		$380	
Project Advisor	$308		$332	
Sr. Project Manager	$297		$320	
Project Manager	$241		$260	
Deputy Project Manager	$217		$234	
Sr. Engineer	$217		$234	
Project Engineer	$184		$198	
Design Engineer	$146		$157	
EIT	$119		$128	
Sr. CADD Technician	$174		$187	
CADD Technician	$87		$94	
Principal Planner	$269		$290	
Sr. Environmental Specialist	$266		$286	
Environmental Specialist	$214		$230	
Sr. Environmental Planner	$168		$181	
Environmental Planner	$124		$134	
Sr. GIS Analyst	$189		$204	
GIS Analyst	$130		$140	
Sr. Public Involvement Representative	$126		$136	
Public Involvement Representative	$108		$116	
Sr. Urban Planner	$212		$228	
Urban Planner	$121		$130	
Sr. ROW Agent	$204		$220	
ROW Agent	$157		$169	
Sr. Construction Manager	$204		$220	
Construction Manager	$179		$193	
Sr. Construction Representative	$168	$197	$181	$212
Construction Representative III	$147	$172	$158	$185
Construction Representative II	$136	$160	$146	$172
Construction Representative	$98	$115	$106	$124
Sr. Developer	$187		$201	
Developer II	$163		$176	
Developer	$121		$130	
Sr. Business Manager	$214		$230	
Business Manager	$163		$176	
Sr. Project Analyst	$152		$164	
Project Analyst	$104		$112	
Quality Manager	$174		$187	
Sr. Project Controls	$157		$169	
Project Controls	$98		$106	
Sr. Scheduler	$217		$234	
Scheduler	$172		$185	
Administrative Assistant	$83		$89	
Intern	$81		$87	

Vehicle Leases will be reimbursed at a rate of $92.00/day

DocuSign Envelope ID: 73E4795A-A5FC-4489-8453-BF12F772A02D

Rate Schedule for Front Line Advisory Group, LLC

Classification	Loaded Rate
Principal	$ 210.11
Senior Program Controller	$ 193.51
Program Controller II	$ 174.16
Program Controller I	$ 156.74
Senior Program Scheduler	$ 187.28
Program Scheduler II	$ 168.55
Program Scheduler I	$ 151.69
Senior Program Analyst	$ 171.76
Program Analyst II	$ 154.59
Program Analyst I	$ 139.13
Senior Document Mgt Specialist	$ 99.52
Document Mgt Specialist II	$ 89.57
Document Mgt Specialist I	$ 80.61
Administrative Manager	$ 84.29

Commissioners Court - Regular Session **38.**

Meeting Date: 10/24/2023

HNTB 77139 GEC Road and Bridge Contract Amendment No 7

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 7 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This Contract Amendment No 7 is to add subconsultant rates for Front Line Advisory Group, LLC

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 GEC Road and Bridge Contract Amendment No 7

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/19/2023 10:19 AM
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:33 AM
Form Started By: Vicky Edwards		Started On: 10/18/2023 04:04 PM
Final Approval Date: 10/19/2023		

DocuSign Envelope ID: 73E4795A-A5FC-4489-8453-BF12F772A02D

CONTRACT AMENDMENT NO. 7
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection)

THIS CONTRACT AMENDMENT NO. 7 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit C; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: DocuSigned by: _____
Signature: [illegible]A841B923C447...

A. Scott Haywood
Printed Name

Senior Vice President
Title

10/5/2023
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

HNTB

Contract No. 77139

EXHIBIT C

RATE SCHEDULE

Classification	2021 Billing Rate	2021 Premuim OT Billing Rate	2022 Billing Rate	2022 Premuim OT Billing Rate
Principal	$390		$420	
Sr. Financial Advisor	$369		$397	
Sr. Project Advisor	$353		$380	
Project Advisor	$308		$332	
Sr. Project Manager	$297		$320	
Project Manager	$241		$260	
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Sr. Engineer	$217		$234	
Project Engineer	$184		$198	
Design Engineer	$146		$157	
EIT	$119		$128	
Sr. CADD Technician	$174		$187	
CADD Technician	$87		$94	
Principal Planner	$269		$290	
Sr. Environmental Specialist	$266		$286	
Environmental Specialist	$214		$230	
Sr. Environmental Planner	$168		$181	
Environmental Planner	$124		$134	
Sr. GIS Analyst	$189		$204	
GIS Analyst	$130		$140	
Sr. Public Involvement Representative	$126		$136	
Public Involvement Representative	$108		$116	
Sr. Urban Planner	$212		$228	
Urban Planner	$121		$130	
Sr. ROW Agent	$204		$220	
ROW Agent	$157		$169	
Sr. Construction Manager	$204		$220	
Construction Manager	$179		$193	
Sr. Construction Representative	$168	$197	$181	$212
Construction Representative III	$147	$172	$158	$185
Construction Representative II	$136	$160	$146	$172
Construction Representative	$98	$115	$106	$124
Sr. Developer	$187		$201	
Developer II	$163		$176	
Developer	$121		$130	
Sr. Business Manager	$214		$230	
Business Manager	$163		$176	
Sr. Project Analyst	$152		$164	
Project Analyst	$104		$112	
Quality Manager	$174		$187	
Sr. Project Controls	$157		$169	
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Vehicle Leases will be reimbursed at a rate of $92.00/day

DocuSign Envelope ID: 73E4795A-A5FC-4489-8453-BF12F772A02D

Rate Schedule for Front Line Advisory Group, LLC

Classification	Loaded Rate
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Senior Program Scheduler	$ 187.28
Program Scheduler II	$ 168.55
Program Scheduler I	$ 151.69
Senior Program Analyst	$ 171.76
Program Analyst II	$ 154.59
Program Analyst I	$ 139.13
Senior Document Mgt Specialist	$ 99.52
Document Mgt Specialist II	$ 89.57
Document Mgt Specialist I	$ 80.61
Administrative Manager	$ 84.29

Commissioners Court - Regular Session **39.**

Meeting Date: 10/24/2023

On-Call Road Bond Surveying Services Inland Geodetics Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the On-Call Surveying Services between Williamson County and Austin Survey Company LLC dba Inland Geodetics relating to the 2019 Road Bond Program. Project: As-Needed by Work Authorization Fund Source: Road Bonds

Background

The Inland Geodetics Contract Amendment No. 2 increases the compensation cap by $50,000.00 from $400,000.00 to $450,000.00 to account for a new Work Authorization #9 for services on the CR 314 Safety Improvements project. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OnCallSurveying-Inland-PSAAmendment02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 10:32 AM
Form Started By: Marie Walters		Started On: 10/18/2023 03:56 PM
Final Approval Date: 10/19/2023		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
2019 Road Bond Program "On-Call" Surveying Services ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Austin Survey Company LLC dba Inland Geodetics (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective May 19, 2020 (the "Contract"); and an Amendment No. 1 dated effective August 3, 2023;

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $400,000.00 to $450,000.00, reflecting a total increase of $50,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: Francisco Rivera	By: _____
Signature	Signature
Francisco Rivera	_____
Printed Name	Printed Name
President	_____
Title	Title
10/18/2023	_____
Date	Date

APPROVED
By Christen Eschberger at 5:50 pm, Oct 18, 2023

Commissioners Court - Regular Session **40.**

Meeting Date: 10/24/2023

CR 332 CAS Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Studies (CAS), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 332 Realignment Project, a Road Bond Project in Commissioner Pct. 4. Project Number: P366

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the Center for Archeological Studies (CAR). A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR332-CAS-LetterofTransfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:54 AM
Form Started By: Marie Walters		Started On: 10/18/2023 04:04 PM
Final Approval Date: 10/19/2023		

CAS Accession # CAS.2023.145

Center for Archaeological Studies
Texas State University
601 University Drive, Trinity 120
San Marcos, Texas 78666
(512) 245-2724 / cascuration@txstate.edu

TEXAS STATE
CENTER FOR
ARCHAEOLOGICAL STUDIES

GOVERNMENTAL AGENCY LETTER OF TRANSFER/OWNERSHIP

This letter documents the transfer of archaeological collections and/or records from

Williamson County

Name of governmental agency and/or subdivision

to the Center for Archaeological Studies (CAS), Texas State University, for the following:

Project Name & Number: Archeological Survey of County Road 332, Williamson County, Texas - 235300306

Permitting Agency: Texas Historical Commission Permit Number: 30465

Project Area/County(ies): Williamson County

Site(s) Recorded/Revisited: 41WM1465

Description of Materials: Permit Materials, Final Report, Shovel Test Data, Digital Photos and Photolog

The transfer of the above-described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for the governmental entity in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as the Sponsoring Agency and/or Landowner. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of the governmental entity, the materials shall be returned to the governmental entity for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

	Menaker, Alexander Digitally signed by Menaker, Alexander Date: 2023.08.24 09:50:51 -05'00'
Signature - Authorized Agent of Governmental Entity	Signature - Submitting Archaeologist
Judge Bill Gravell, Jr.	Alexander Menaker, PhD, RPA
Print or Type Name	Print or Type Name
Williamson County Judge	Senior Archeologist | Principal Investigator
Title/Position	Title/Position
	Stantec
Company	Company
	8/24/2023
Date	Date
710 South Main St., Suite 101	8711 Burnet Rd, Suite C-24
Mailing Address	Mailing Address
Georgetown, TX 78626	Austin, TX 78757
City, State, Zip	City, State, Zip

Commissioners Court - Regular Session **41.**

Meeting Date: 10/24/2023

CR 314 CAS Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Studies (CAS), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 314 Safety Improvements Project, a Road Bond Project in Commissioner Pct. 4. Project Number: P364

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the Center for Archeological Studies (CAR). A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR314-CAR-LetterofTransfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:55 AM
Form Started By: Marie Walters		Started On: 10/18/2023 04:10 PM
Final Approval Date: 10/19/2023		

CAS Accession # CAS.2023.146

Center for Archaeological Studies
Texas State University
601 University Drive, Trinity 120
San Marcos, Texas 78666
(512) 245-2724 / cascuration@txstate.edu

TEXAS STATE
CENTER FOR
ARCHAEOLOGICAL STUDIES

GOVERNMENTAL AGENCY LETTER OF TRANSFER/OWNERSHIP

This letter documents the transfer of archaeological collections and/or records from

Williamson County

Name of governmental agency and/or subdivision

to the Center for Archaeological Studies (CAS), Texas State University, for the following:

Project Name & Number: Archeological Survey of County Road 314, Williamson County, Texas - 144-002-001

Permitting Agency: Texas Historical Commission Permit Number: 30467

Project Area/County(ies): Williamson County

Site(s) Recorded/Revisited: 41WM1466

Description of Materials: Permit Materials, Final Report, Shovel Test Data, Digital Photos and Photolog

The transfer of the above-described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for the governmental entity in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as the Sponsoring Agency and/or Landowner. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of the governmental entity, the materials shall be returned to the governmental entity for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

	Menaker, Alexander Digitally signed by Menaker, Alexander Date: 2023.08.24 10:03:13 -05'00'
Signature - Authorized Agent of Governmental Entity	Signature - Submitting Archaeologist
Judge Bill Gravell, Jr.	Alexander Menaker, PhD, RPA
Print or Type Name	Print or Type Name
Williamson County Judge	Senior Archeologist | Principal Investigator
Title/Position	Title/Position
	Stantec
Company	Company
	8/24/2023
Date	Date
710 South Main St., Suite 101	8711 Burnet Rd, Suite C-24
Mailing Address	Mailing Address
Georgetown, TX 78626	Austin, TX 78757
City, State, Zip	City, State, Zip

Commissioners Court - Regular Session **42.**

Meeting Date: 10/24/2023

22IFB139 FM 3349 at US 79 - Change Order #8 (City of Hutto 36in Ductile Iron Pipe)

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. 8 in the amount of $327,321.48 for Project 22IFB139 FM3349 at US 79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the contractor for the installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for the City of Hutto water line project. The original plans included the installation of a 36-in PVC pipe with restrained joints. However, the PVC pipe-restrained joint assembly does not fit inside the 48-in steel casing. The substitution of the PVC pipe with DI pipe will allow the installation of the carrier pipe inside the 48-inch bored steel casing under FM 3349 and then transitioning to a 56-inch casing with PVC pipe for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto. Please see attached Change Order for additional details.

This Change Order results in a net increase of $327,321.48 to the Contract amount, for an adjusted Contract total of $83,784,333.96. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,843,295.83 has been added to the Contract, resulting in an 2.25% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139-FM3349_CO#8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 11:23 AM
Form Started By: Julissa Vasquez		Started On: 10/18/2023 07:41 AM
Final Approval Date: 10/19/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 8

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **3+53.53** to Sta. **4+81.26**

3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)

4. Reasons: **1B** (3 Max. - In order of importance - Primary first)

Project:	***22IFB139***
Roadway:	***FM 3349***
CSJ Number:	***Williamson Co***

5. Describe the work being revised:

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **01C-01, 01C-02 & 01C-03**

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 10/11/23

By _____

Typed/Printed Name Josey 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: **$327,321.48**

RECOMMENDED FOR EXECUTION:

_____ 10/16/2023
Project Manager Date

N/A
Design Engineer Date

_____ 10/19/2023
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: *8* ***Project #*** *22IFB139*

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
W4.05.A	Furnish and Install 48-inch steel casing pipe by open cut, not including 36" carrier pipe, with appurtenances, Complete in Place	LF	$ 751.00	672.00	$504,672.00	(672.00)	0.00	$0.00	($504,672.00)
SP.W1.17.I	Furnish and Install 36" Ductile Iron restrained M.J. 90 degree bend (Class 200 psi) per AWWA C153, Complete in Place	EA	$ 19,622.00	4.00	$78,488.00	(4.00)	0.00	$0.00	($78,488.00)
W4.02.36	48" STEEL CASING SPACERS (MATERIAL ONLY)	EA	$ 590.00	-	$0.00	(105.00)	-105.00	($61,950.00)	($61,950.00)
W1.17.D	36" CL 350 CL DI FLEX RING PIPE (MATERIAL ONLY)	LF	$ 824.01	-	$0.00	100.00	100.00	$82,401.00	$82,401.00
W1.17.D1	36" CL 250 CL DI FLEX RING PIPE (MATERIAL ONLY)	LF	$ 824.01	-	$0.00	180.00	180.00	$148,321.80	$148,321.80
W20.012	81X120 8 MIL POLYWRAP F/36" PIPE (MATERIAL ONLY)	RL	$ 243.52	-	$0.00	2.00	2.00	$487.04	$487.04
W4.05.B	56 X .500 STL CASING PIPE	LF	$ 973.08	-	$0.00	680.00	680.00	$661,694.40	$661,694.40
W4.02.56	56 X .500 STL CASING SPACER (MATERIAL ONLY)	EA	$ 751.18	-	$0.00	105.00	105.00	$78,873.90	$78,873.90
W4.05.56	36 X 56 END SEAL (MATERIAL ONLY)	EA	$ 326.67	-	$0.00	2.00	2.00	$653.34	$653.34
TOTALS					$583,160.00			$910,481.48	$327,321.48

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 8

Reason for Change

This Change Order compensates the contractor for the installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for the City of Hutto water line project. The original plans included the installation of a 36-in PVC pipe with restrained joints. However, the PVC pipe-restrained joint assembly do not fit inside the 48-in steel casing. The substitution of the PVC pipe with DI pipe will allow the installation of the carrier pipe inside the 48-inch bored steel casing under FM 3349 and then transitioning to a 56-inch casing with PVC pipe for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto. Please see attached Change Order for additional details.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
W4.02.36	48" STEEL CASING SPACERS (MATERIAL ONLY)	-105	EA
W1.17.D	36" CL 350 CL DI FLEX RING PIPE (MATERIAL ONLY)	100	LF
W1.17.D1	36" CL 250 CL DI FLEX RING PIPE (MATERIAL ONLY)	180	LF
W20.012	81X120 8 MIL POLYWRAP F/36" PIPE (MATERIAL ONLY)	2	RL
W4.05.B	56 X .500 STL CASING PIPE	680	LF
W4.02.56	56 X .500 STL CASING SPACER (MATERIAL ONLY)	105	EA
W4.05.56	36 X 56 END SEAL (MATERIAL ONLY)	2	EA

This Change Order results in a net increase of $327,321.48 to the Contract amount, for an adjusted Contract total of $83,784,333.96. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,843,295.83 has been added to the Contract, resulting in an 2.25% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

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

CHANGE ORDER PROPOSAL
HUTTO WL PLAN CHANGES- CASING & PVC

DATE: 8/17/2023
REV #1 DATE: 8/31/2023
REV #2 DATE: 9/20/2023
REV #3 DATE: 9/21/2023
INVOICE #

Primoris Services Corporation
James Construction Group

Bill To:
WILLIAMSON COUNTY
HNTB CORPORATION

RE:
FM3349
ASIF MIRZAZADA
22IFB139

ITEM NO.	QTY	UM	DESCRIPTION	UNIT PRICE	TOTAL
NEW	100.00	LF	36" CL 350 CL DI FLEX RING PIPE (MATERIAL ONLY)	$ 824.01	$82,401.00
NEW	180.00	LF	36" CL 250 CL DI FLEX RING PIPE (MATERIAL ONLY)	$ 824.01	$148,321.80
NEW	2.00	RL	81X120 8 MIL POLYWRAP F/36" PIPE (MATERIAL ONLY)	$ 243.52	$487.04
NEW	680.00	LF	56 X .500 STL CASING PIPE	$ 973.08	$661,694.40
NEW	105.00	EA	56 X .500 STL CASING SPACER (MATERIAL ONLY)	$ 751.18	$78,873.90
NEW	2.00	EA	36 X 56 END SEAL (MATERIAL ONLY)	$ 326.67	$653.34
W4.05.A	-672.00	LF	48 X .500 STEEL CASING	$ 751.00	($504,672.00)
SP.W1.17.I	-4.00	EA	F&I 36" DI RESTRAINED MJ 90 DEGREE BEND (CLASS 200 PSI) PER AWWA C153, COMPLETE IN PLACE	$ 19,622.00	($78,488.00)
NEW	-105.00	EA	DEDUCT- 48" STEEL CASING SPACERS (MATERIAL ONLY)	$ 590.00	($61,950.00)
			* HUTTO WATER PLAN CHANGES. DESIGN CANNOT BE INSTALLED AS DRAWN. BELL RESTRAINTS		
			ON 36" PVC WILL NOT FIT INSIDE 48" STEEL CASING DUE TO WALL THICKNESS.		
				TOTAL	**$327,321.48**

FILENAME: Z:\Projects 1400-1499\20101488 - COH IPO #8 - FY 2022 On Demand Engineering\300 - Planning_Study\225 - Prelim Design 801 PP & 890 PP Waterline with Casing Pipes\2.1 - Drawings\Sheet Files\000-01.dwg, LAST SAVED ON: Jul 09 2022 2:20pm, PLOTTED BY: PGALINDO, ON: Jul 09 2022 2:46pm, CFC

CONTRACT DRAWINGS FOR

CITY OF HUTTO, TEXAS

SE LOOP 801 PP AND 890 PP WATERLINES
JULY 2022

UTILITY CONTACTS

ELECTRIC
ONCOR ELECTRIC
350 TEXAS AVE
ROUND ROCK, TX 78664
(512) 244-5606

GAS
ATMOS MIDTX
3110 IH35
ROUND ROCK, TX 78681
(512) 310-3801

GAS
ENTERPRISE SEMINOLE PIPELINE
1100 LOUISIANA STREET, 10TH FLOOR
HOUSTON, TX 77002-5227
(979) 337-7830

WATER/WASTEWATER
CITY OF HUTTO
500 W. LIVE OAK STREET
HUTTO, TX 78634
(512) 759-4022

WATER
JONAH WATER S.U.D
(512) 759-1286

WATER
MANVILLE WATER SERVICE CORPORATION
108 N. COMMERCE
PO BOX 248
COUPLAND, TX 78615
(512) 856-2488

PHONE/CABLE/INTERNET
CENTURYLINK
1214 DOGWOOD BLVD.
KILLEEN, TX 76543
(254) 690-9370

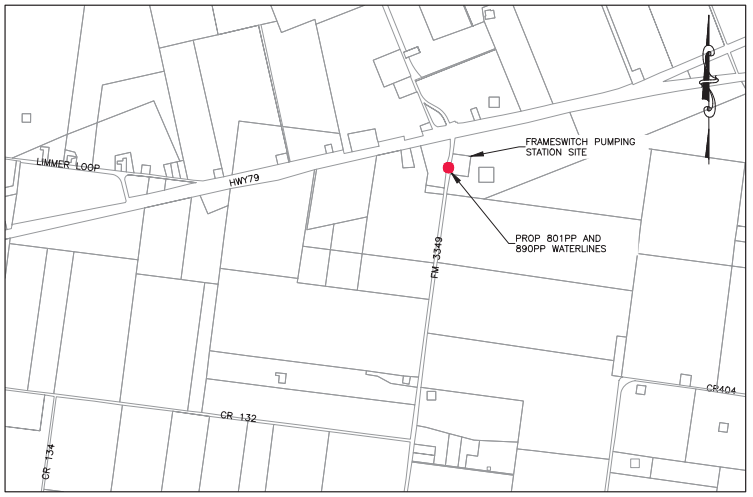
PHONE/CABLE/INTERNET
SPECTRUM
12012 N MOPAC EXPRESSWAY
AUSTIN, TX 78758
(512) 682-8577

PHONE/CABLE/INTERNET
AT&T
(254) 715-7869

PHONE/CABLE/INTERNET
SUDDENLINK COMMUNICATIONS EAST TEXAS
(512) 931-2972

UTILITY LOCATING SERVICES ONE CALL
1-800-344-8377

TXDOT
EMERGENCY CONTACT
RICHARD GARCIA
1001 E PARMER LANE
AUSTIN, TX 78761
(512) 997-2216



SITE LOCATION
N.T.S.

DRAWING INDEX

SERIES 000 – GENERAL

00G-01 COVER SHEET
00G-02 GENERAL NOTES – SHEET NO. 1
00G-03 GENERAL NOTES – SHEET NO. 2
00G-04 ABBREVIATIONS

SERIES 100 – 801PP AND 890PP WATERLINES

01C-01 EXISTING SITE AND DEMOLITION PLAN
01C-02 EROSION SEDIMENTATION AND CONTROL PLAN
01C-03 801 PP AND 890 PP WATERLINES PLAN & PROFILE – STA -0+25 TO 5+03

SERIES 200 – MISCELLANEOUS DETAILS

02C-01 EROSION CONTROL DETAILS
02C-02 WATER DETAILS
02C-03 JOINT RESTRAINT DETAILS
02C-04 TRAFFIC CONTROL PLAN
02C-05 TRAFFIC CONTROL DETAILS
02C-06 TXDOT TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

CITY COUNCIL

MAYOR
MIKE SNYDER

MAYOR PRO TEM, COUNCIL PLACE 4
PETER GORDON

COUNCIL PLACE 1
ROBIN SUTTON

COUNCIL PLACE 5
KRYSTAL KINSEY

COUNCIL PLACE 2
DAN THORNTON

COUNCIL PLACE 6
AMBERLEY KOLAR

COUNCIL PLACE 3
RANDAL CLARK

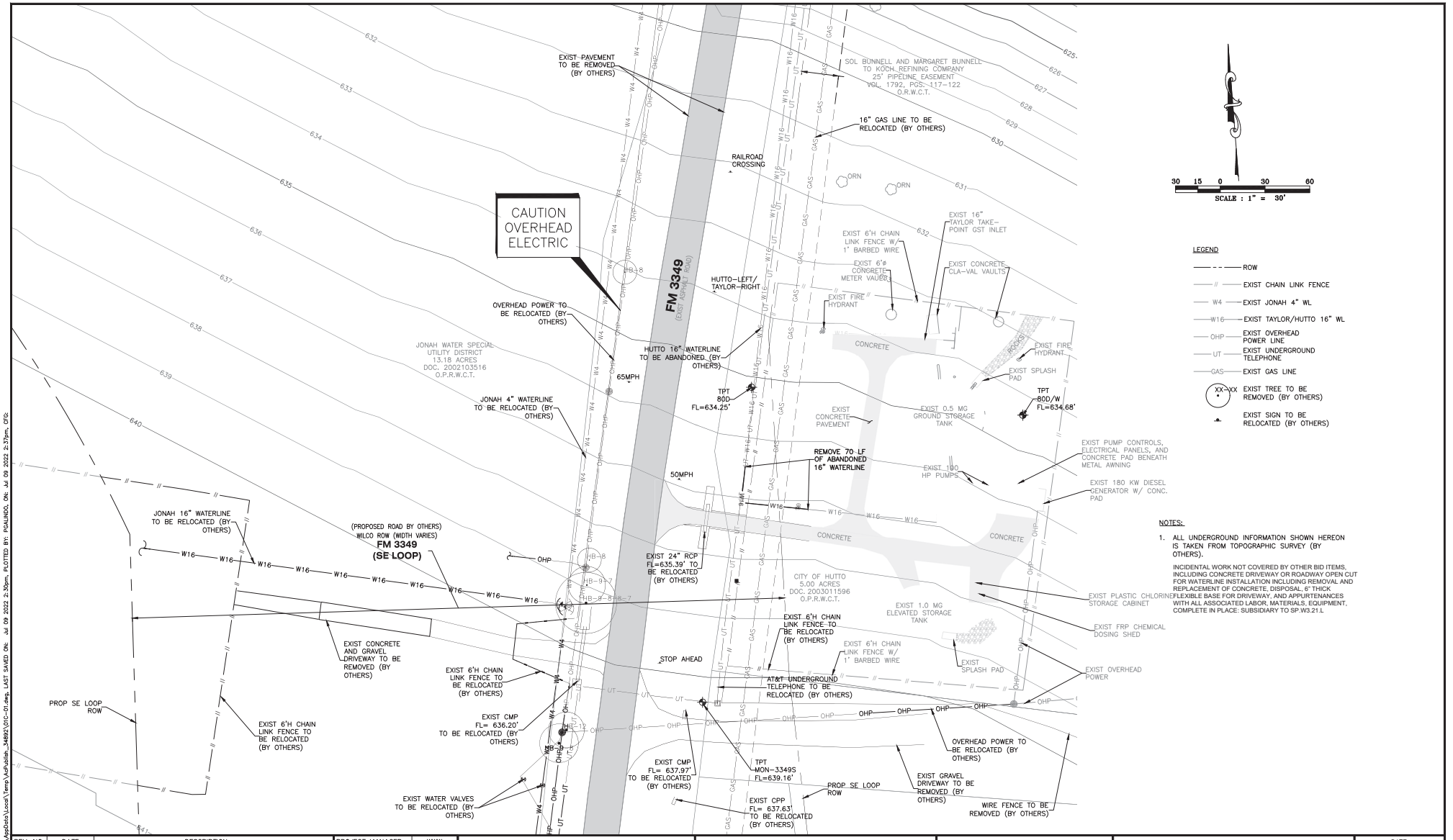
INTERIM CITY MANAGER
ISAAC TURNER

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. Capital of Texas Highway,
Building G-100
Austin, Texas 78746
Phone (512) 614-6171
T.B.P.E. FIRM NO. F-13162

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED
PROFESSIONAL ENGINEER

7/11/2022



NOTES:

1. ALL UNDERGROUND INFORMATION SHOWN HEREON IS TAKEN FROM TOPOGRAPHIC SURVEY (BY OTHERS).

   INCIDENTAL WORK NOT COVERED BY OTHER BID ITEMS, INCLUDING CONCRETE DRIVEWAY OR ROADWAY OPEN CUT FOR WATERLINE INSTALLATION INCLUDING REMOVAL AND REPLACEMENT OF CONCRETE, DISPOSAL, 6" THICK FLEXIBLE BASE FOR DRIVEWAY, AND APPURTENANCES WITH ALL ASSOCIATED LABOR, MATERIALS, EQUIPMENT, COMPLETE IN PLACE. SUBSIDIARY TO SP.W3.21.L

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

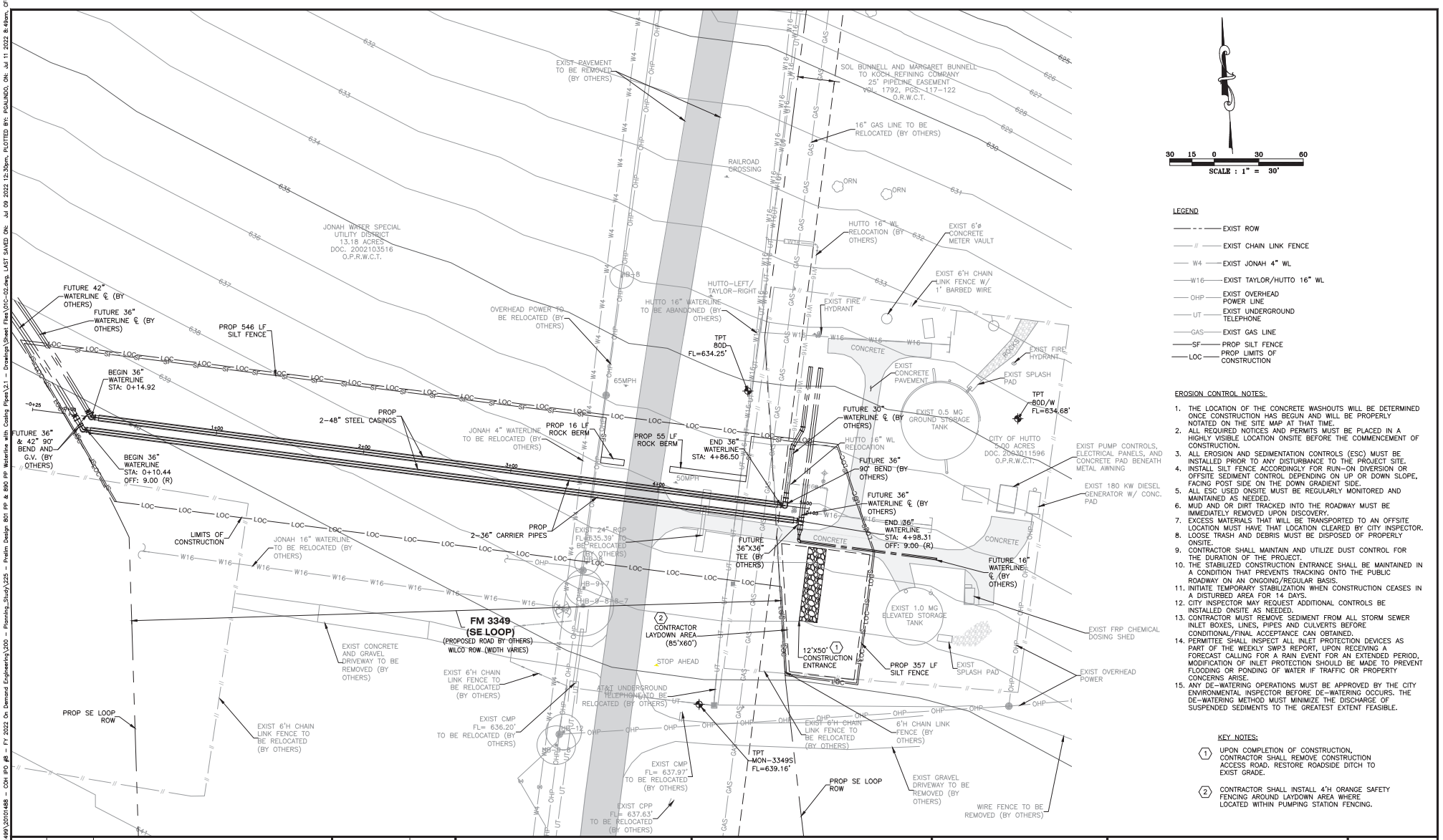
7/11/2022

801PP AND 890PP WATERLINES

EXISTING SITE AND DEMOLITION PLAN

DATE: JULY 2022
SCALE: 1" = 30'
DRAWING: 01C-01

FILENAME: C:\Users\jpgallindo\AppData\Local\Temp\AcePublish_34892\01C-01.dwg, LAST SAVED ON: Jul 09 2022 2:30pm, PLOTTED BY: PGALINDO, ON: Jul 09 2022 2:37pm, CFG:



LEGEND

- EXIST ROW
- EXIST CHAIN LINK FENCE
- W4 — EXIST JONAH 4" WL
- W16 — EXIST TAYLOR/HUTTO 16" WL
- OHP — EXIST OVERHEAD POWER LINE
- UT — EXIST UNDERGROUND TELEPHONE
- GAS — EXIST GAS LINE
- SF — PROP SILT FENCE
- LOC — PROP LIMITS OF CONSTRUCTION

EROSION CONTROL NOTES:

1. THE LOCATION OF THE CONCRETE WASHOUTS WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTATED ON THE SITE MAP AT THAT TIME.
2. ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
3. ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
4. INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
5. ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
6. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
7. EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THAT LOCATION CLEARED BY CITY INSPECTOR.
8. LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
9. CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
10. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
11. INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
12. CITY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
13. CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERTS BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN OBTAINED.
14. PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.
15. ANY DE-WATERING OPERATIONS MUST BE APPROVED BY THE CITY ENVIRONMENTAL INSPECTOR BEFORE DE-WATERING OCCURS. THE DE-WATERING METHOD MUST MINIMIZE THE DISCHARGE OF SUSPENDED SEDIMENTS TO THE GREATEST EXTENT FEASIBLE.

KEY NOTES:

1. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE CONSTRUCTION ACCESS ROAD. RESTORE ROADSIDE DITCH TO EXIST GRADE.
2. CONTRACTOR SHALL INSTALL 4'H ORANGE SAFETY FENCING AROUND LAYDOWN AREA WHERE LOCATED WITHIN PUMPING STATION FENCING.

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

7/11/2022

801PP AND 890PP WATERLINES

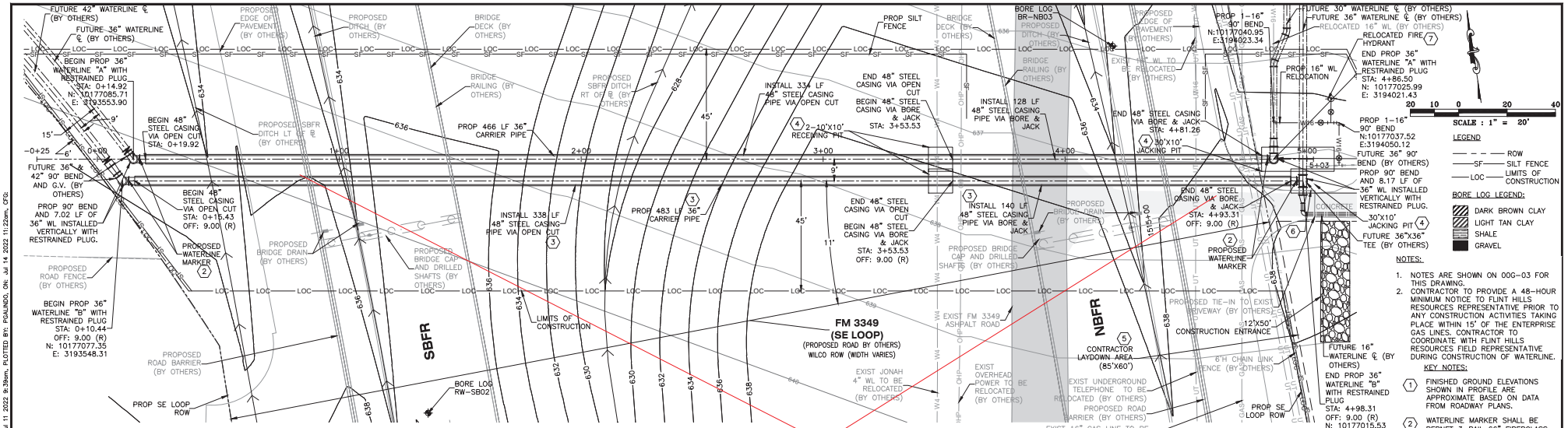
EROSION AND SEDIMENTATION CONTROL PLAN

DATE: JULY 2022

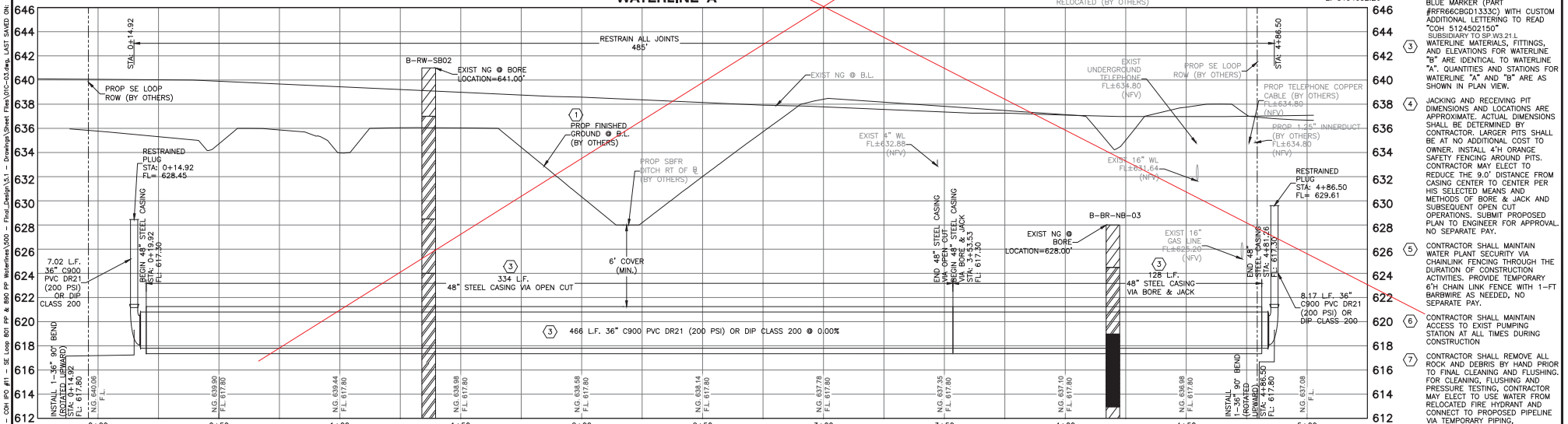
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DRAWING: 01C-02

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WATERLINE "A"



NOTES:

1. NOTES ARE SHOWN ON 00G-03 FOR THIS DRAWING.
2. CONTRACTOR TO PROVIDE A 48-HOUR MINIMUM NOTICE TO FLINT HILLS RESOURCES REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE WITHIN 15' OF THE ENTERPRISE GAS LINES. CONTRACTOR TO COORDINATE WITH FLINT HILLS RESOURCES FIELD REPRESENTATIVE DURING CONSTRUCTION OF WATERLINE.

KEY NOTES:

1. FINISHED GROUND ELEVATIONS SHOWN IN PROFILE ARE APPROXIMATE BASED ON DATA FROM ROADWAY PLANS.
2. WATERLINE MARKER SHALL BE REPNET 3-RAIL 66" FIBERGLASS BLUE MARKER (PART #RFR66CBGD1333C) WITH CUSTOM ADDITIONAL LETTERING TO READ "COH 5124502150" SUBSIDIARY TO SP-W3.21.L
3. WATERLINE MATERIALS, FITTINGS, AND ELEVATIONS FOR WATERLINE "B" ARE IDENTICAL TO WATERLINE "A". QUANTITIES AND STATIONS FOR WATERLINE "A" AND "B" ARE AS SHOWN IN PLAN VIEW.
4. JACKING AND RECEIVING PIT DIMENSIONS AND LOCATIONS ARE APPROXIMATE. ACTUAL DIMENSIONS SHALL BE DETERMINED BY CONTRACTOR. LARGER PITS SHALL BE AT NO ADDITIONAL COST TO OWNER. INSTALL 4'H ORANGE SAFETY FENCING AROUND PITS. CONTRACTOR MAY ELECT TO REDUCE THE 9.0' DISTANCE FROM CASING CENTER TO CENTER PER HIS SELECTED MEANS AND METHODS OF BORE & JACK AND SUBSEQUENT OPEN CUT OPERATIONS. SUBMIT PROPOSED PLAN TO ENGINEER FOR APPROVAL. NO SEPARATE PAY.
5. CONTRACTOR SHALL MAINTAIN WATER PLANT SECURITY VIA CHAINLINK FENCING THROUGH THE DURATION OF CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY 6'H CHAIN LINK FENCE WITH 1-FT BARBWIRE AS NEEDED, NO SEPARATE PAY.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO EXIST PUMPING STATION AT ALL TIMES DURING CONSTRUCTION
7. CONTRACTOR SHALL REMOVE ALL ROCK AND DEBRIS BY HAND PRIOR TO FINAL CLEANING AND FLUSHING. FOR CLEANING, FLUSHING AND PRESSURE TESTING, CONTRACTOR MAY ELECT TO USE WATER FROM RELOCATED FIRE HYDRANT AND CONNECT TO PROPOSED PIPELINE VIA TEMPORARY PIPING, TEMPORARY BLOW OFFS, AND TEMPORARY REDUCERS TO CONNECT 36" TO STANDARD HYDRANT CONNECTION. NO SEPARATE PAY.

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER — 7/11/2022

801PP AND 890PP WATERLINES

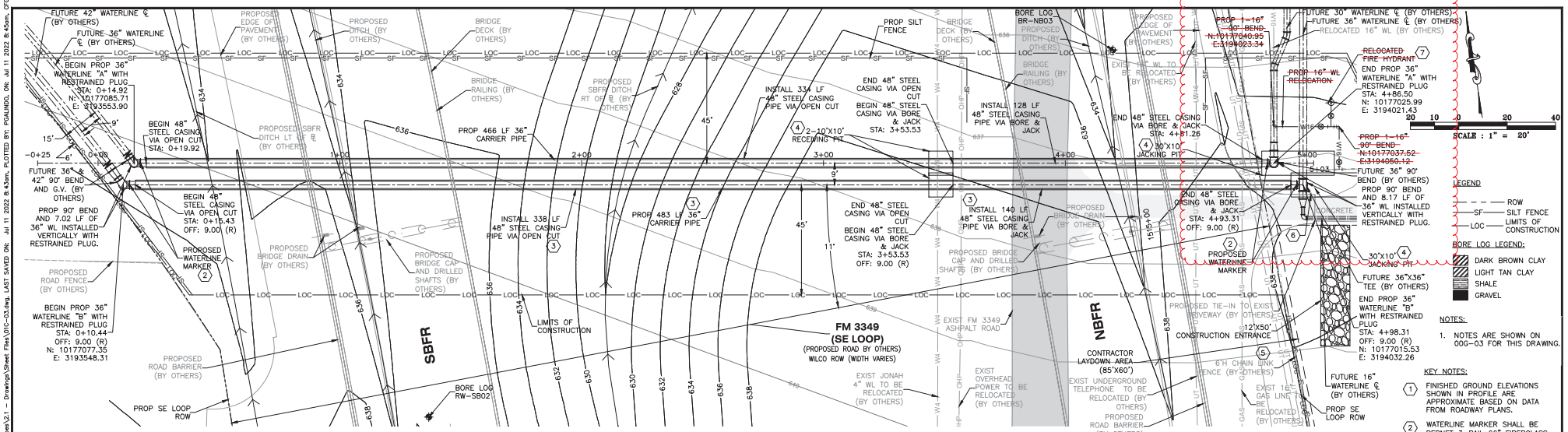
801 PP AND 890 PP WATERLINES PLAN & PROFILE - STA 0+00 TO 4+78

DATE: JULY 2022

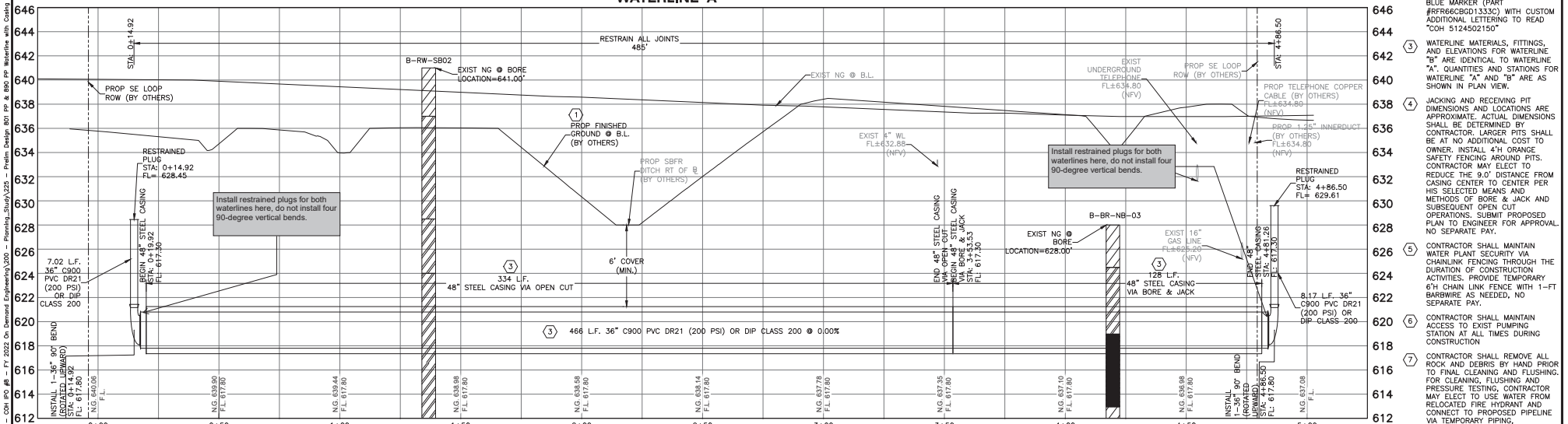
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DRAWING: 01C-03

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WATERLINE "A"



KEY NOTES:

1. FINISHED GROUND ELEVATIONS SHOWN IN PROFILE ARE APPROXIMATE BASED ON DATA FROM ROADWAY PLANS.
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5. CONTRACTOR SHALL MAINTAIN WATER PLANT SECURITY VIA CHAINLINK FENCING THROUGH THE DURATION OF CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY 6'H CHAIN LINK FENCE WITH 1-FT BARBWIRE AS NEEDED, NO SEPARATE PAY.
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1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
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TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

7/11/2022

801PP AND 890PP WATERLINES

801 PP AND 890 PP WATERLINES PLAN & PROFILE - STA 0+00 TO 4+78

DATE: JULY 2022

SCALE: HORIZ: 1"=20' VERT: 1"=4'

DRAWING: 01C-03

FILENAME: Z:\Projects 1400-1499\20101488 – COH IPO #8 – FY 2022 On Demand Engineering\200 – Planning_Study\225 – Prelim Design 801 PP & 890 PP Waterline with Casing Pipes\2x1 – Drawings\Sheet Files\01C-03.dwg, LAST SAVED ON: Jul 11 2022 8:43am, PLOTTED BY: PGALINDO, ON: Jul 11 2022 8:45am, CFG:

Commissioners Court - Regular Session **43.**

Meeting Date: 10/24/2023

Agreement with LCRA for easement acquisitions on Hero Way

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 Agreement for the Acquisition of Replacement Electric Easements and use of the power of Eminent Domain by Williamson County for portions of the proposed Hero Way/RM 2243 project. Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LCRA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:51 AM
Form Started By: Charlie Crossfield		Started On: 10/18/2023 03:25 PM
Final Approval Date: 10/19/2023		

AGREEMENT FOR THE ACQUISITION OF REPLACEMENT ELECTRIC EASEMENTS AND USE OF THE POWER OF EMINENT DOMAIN BY WILLIAMSON COUNTY FOR PORTIONS OF THE PROPOSED HERO WAY/RM2243 CONSTRUCTION PROJECT

WHEREAS, Williamson County ("County") is and has been in the process of designing improvements to and realignment of portions of RM2243/Hero Way from east of Hwy 183A toll to east of Garey Park Road, the approximate location and alignment being shown on Exhibit "A", attached hereto, (the "County Project"); and

WHEREAS, the Lower Colorado River Authority ("Authority") desires to cooperate with the County to facilitate the construction of the County Project; and

WHEREAS, it is necessary to establish procedures, consent and approvals for completing acquisition of the public or private real property ("Property") required for construction of the County Project and for replacement of the Authority's existing electric easement rights which will necessitate the adjustment, removal, and/or relocation of certain facilities of Authority ("Relocation Project").

NOW, THEREFORE, THE COUNTY AND AUTHORITY HEREBY AGREE AS FOLLOWS:

Section 1. The County agrees to acquire at its own expense all necessary and eligible replacement easements required by the Authority for the relocation of electric utility facilities which are as shown in the final Authority plans and approved by County for acquisition, or as otherwise identified on Exhibit "B" hereto. This Agreement specifically consents to the County's right-of-way attorneys acquiring replacement easement Property by use of the County's power eminent domain in its name as Condemnor, if necessary, without further action by the Authority.

Section 2. The form of the replacement easements for the Property shall be as shown in Exhibit "C" attached hereto, subject to any modifications or revisions approved by Authority. Any completed replacement easements not otherwise acquired in the name of the Authority shall be assigned by the County to the Authority within thirty (30) days following written notice of conflict and request from

the County or TxDoT to Authority to begin the Relocation Project of the facilities of Authority, or if requested by the Authority then otherwise within ninety (90) days after completion of final acquisition of all required easement Property.

Section 3. It is the intent of the County and Authority that this agreement acknowledges the County's use of its power of condemnation, if necessary, for all property interests required to complete the construction and maintenance of the County Project, the Relocation 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, then provided the revised descriptions do not necessitate any changes in design for the Relocation Project, the County is authorized to and shall have such errors corrected or revisions made at its sole costs without the necessity of obtaining a new or amended agreement consenting to the use of the power of eminent domain by the County to acquire the Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this agreement are adopted and made a part of the body of this agreement, as fully as if the same were set forth herein. This agreement is subject to the terms and shall be incorporated into and become a part of, any subsequent Standard Utility Agreement which may be entered into by the parties concerning the County Project and/or the Relocation Project.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2023.

[signature pages follow]

AUTHORITY:

LOWER COLORADO RIVER AUTHORITY

By:_____

Name: Mark Sumrall

Its: Authorized Agent

Date: 10/11/2023

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

EXHIBIT "A"

County Project alignment exhibit follows this page

LEGEND

CITY OF LEANDER

WILLIAMSON COUNTY

PROPOSED RM 2243 CORRIDOR

HERO WAY

US 183A

RONALD REAGAN BLVD

CR 175

LIMESTONE CREEK

CITY OF LEANDER ETJ

EXISTING RM 2243

PRELIMINARY

SUBJECT TO CHANGE

N

0 500 1000

1"=1000'

9/22/2022

WILLIAMSON COUNTY

BGE, Inc.
101 W Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

RM 2243

MOU EXHIBIT A

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
7473	00	XXX	RM 2243

Copyright Capitol Aerial

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G:\TXC\Projects\County*Williamson\7473-00*RM 2243\03*CADD\02*Base\Working\Alex G\Exist 2243 Connection\2243*Simplified*Diogram.dgn

EXHIBIT "B"

Replacement easement Property parcel location exhibit follows this page

Parcel	WCAD	Owner	Acreage (acres)
301E	R461858	Roger Beasley Mazda INC	1.875
306E	R330612	FM 269 Investors LLC	1.943
307E	R395316	Florida Rock Industries	0.116
312E	R555251, R340105	James and Deborah Velchoff	0.924
314E	R555207, R031580	Emogene M. Champion Trustee of the Albert R Champion Exception Equivalent Trust	3.091
320E	R031589, R031585	Hero Way Capital LLC	1.155
324E	R318756	Stella Carter	0.138
325	R508113, R508115	Harmony Public Schools	1.790
329E	R449650	Charles Todd and Terry Lynn Hoskins	0.789
331E	R031619	Charles G and Patricia C Hoskins	0.041
332E	R555255	Brian, Charity M., Gregory and Hattie E. Olson	0.441
333E	R031352	Park at Cypress Creek LLC	0.289
334E	R555205	Jack Scott and Amy L. Bradley and Brian Gregory Holmes	0.118
335E	R555246. R555247, R031279, R031286	JNK Properties 1, LTD	6.124
400E	R505807	RB 270 Partnership	0.810
401E	R594281	QT South LLC	0.430

PARCELS 400E AND 401E ARE PRELIMINARY EASEMENT AREAS.

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243/HERO WAY LCRA EASEMENT PARCEL EXHIBIT

0 125′ 250′
SCALE: 1"=250′

DATE: 6/7/2023

SHEET: 3 OF 3

6/7/2023
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SEE SHEET 3

PAG LEANDER H1, PHASE 1 FINAL PLAT
DOC. NO. 2020085884 O.P.R.W.C.

PAG WEST LLC
R599332

300E

307E

301E

FLORIDA ROCK
INDUSTRIES LLC
R395316

312E

JAMES AND DEBRA
VELCHOFF
R340105

EMOGENE M. CHAMPION TRUSTEE OF THE ALBERT R CHAMPION
EXCEPTION EQUIVALENT TRUST
R031580

314E

CR 269

CR 270

FM 269 INVESTORS LLC
R330612

ROGER BEASLEY MAZDA INC
R461858

306E

312E

JAMES AND
DEBRA VELCHOFF
R555251

EMOGENE M. CHAMPION TRUSTEE OF THE ALBERT R CHAMPION
EXCEPTION EQUIVALENT TRUST
R555207

314E

183A HWY

RM 2243

HERO WAY

SEE INSET BELOW

SEE INSET ABOVE

HERO WAY
CAPITAL LLC
R031589

HERO WAY CAPITAL LLC
R031585

STELLA CARTER
R318756

320E

325E

325E

CHARLES & TERRY
HOSKINS
R449650

329E

332E

334E

HARMONY PUBLIC
SCHOOLS
R508113

BRIAN, CHARITY M,
GREGORY AND HATTIE
OLSON
R555255

JACK, AMY BRADLEY
AND BRIAN HOLMES
R555205

R031619

320E

324E

HARMONY PUBLIC SCHOOLS
R508115

331E

HERO WAY

PARK AT CYPRESS
CREEK LLC
R031352

333E

R031297

SEE SHEET 2

PARCEL#

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PARCEL BOUNDARY
- PROPOSED LCRA EASEMENT
- EXISTING LCRA EASEMENT
- DRAINAGE EASEMENT

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243/HERO WAY
LCRA EASEMENT
PARCEL EXHIBIT

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SCALE: 1"=250'

DATE: 6/7/2023

SHEET: 1 OF 3

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SEE SHEET 1

SEE SHEET 1

CR 269 (HERO WAY)

PARK AT CYPRESS CREEK LLC
R031352

333E

R031297

335E

JNK PROPERTIES 1, LTD
R555246

335E

JNK PROPERTIES 1, LTD
R555247

JNK PROPERTIES 1, LTD
R031279

RONALD REAGAN BLVD

335E

335E

JNK Properties 1, LTD
R031286

PARCEL#

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PARCEL BOUNDARY
- PROPOSED LCRA EASEMENT
- EXISTING LCRA EASEMENT
- DRAINAGE EASEMENT

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RM 2243/HERO WAY LCRA EASEMENT PARCEL EXHIBIT

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PARCEL

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PARCEL BOUNDARY
- PROPOSED LCRA EASEMENT
- EXISTING LCRA EASEMENT
- DRAINAGE EASEMENT

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512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243/HERO WAY LCRA EASEMENT PARCEL EXHIBIT

0 125′ 250′
SCALE: 1"=250′

DATE: 6/14/2023

SHEET: 3 OF 3

PARCELS 400E AND 401E ARE PRELIMINARY EASEMENT AREAS.

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EXHIBIT "C"

Replacement easement form exhibit follows this page

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 DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE:_____ , 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____
_____
_____

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of _ acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the

EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith. GRANTOR consents to the construction and modification of the PROJECT on the EASEMENT PROPERTY.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably

practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:

_____
_____

ACKNOWLEDGMENT

STATE OF TEXAS **§**
§
COUNTY OF _____ **§**

This instrument was acknowledged before me on _____ , 20__, by _____ _____, GRANTOR.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: _____

Commissioners Court - Regular Session **44.**

Meeting Date: 10/24/2023

CR 255 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 (0.777 acres) required for the construction of CR 255. (Reeves/ Parcel 32)
Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:52 AM
Form Started By: Charlie Crossfield		Started On: 10/18/2023 03:30 PM
Final Approval Date: 10/19/2023		

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 0.777 acres (Parcel 32) described by metes and bounds in Exhibit "A" owned by **CHRISTOPHER M. AND TEENA L. REEVES** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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 Exhibit "A" 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"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.777 ACRE RIGHT-OF-WAY PARCEL NO. 32
CHRISTOPHER M. REEVES AND TEENA L. REEVES
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.777 ACRES (APPROXIMATELY 33,832 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 9.89 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER M. REEVES AND TEENA L. REEVES, IN A DEED DATED SEPTEMBER 22, 2009 AND RECORDED IN DOCUMENT NO. 2009069528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.777 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract in the West right-of-way line of County Road 255 (right-of-way width varies), the Northeast corner of said Reeves called 9.89 acre tract, the Southeast corner of a called 0.5 acre tract of land as described in the deed conveyed to Robert Stark, Jr. filed of record in Document No. 2019033253, Official Public Records Williamson County, Texas, from which a found ½ inch iron pipe bears North 20°37'02" West a distance of 380.00 feet;

THENCE South 20°45'44" East with the West right-of-way line of said County Road 255 and the East line of said Reeves tract a distance of 379.97 feet to the Southeast corner of the herein described tract, the Southeast corner of said Reeves tract, the Northeast of that certain called 9.899 acre tract of land as described in the deed to Larry Lane Roberts and Wilma Irene Roberts filed of record in Volume 1648, Page 361, O.R.W.C., from which a ½ inch iron rod found at the Northeast corner of that certain called 9.901 acre tract as described in the deed to Morris and Ida Bonnet filed of record in Volume 2245, Page 876, Official Public Records, Williamson County, Texas bears South 20°21'43" East a distance of 758.65 feet;

THENCE South 72°26'22" West with the South line of said Miller tract and the North line of said Roberts called 9.899 acre tract a distance of 159.75 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 a ½ inch iron rod found at the Southwest corner of said Reeves tract bears South 72°02'23" West a distance of 977.30 feet;

THENCE North 18°21'18" West across said Reeves tract a distance of 182.88 feet to the most Westerly Northwest corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE North 70°33'35" East across said Reeves tract a distance of 121.36 feet 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 North 17°55'33" West across said Reeves tract a distance of 192.37 feet to the 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 Reeves tract and the South line of said Robert Stark tract from which a found ½ inch iron rod bears South 71°59'38" West a distance of 111.26 feet;

THENCE North 71°59'38" East with the North line of said Reeves tract and the South line of said Stark tract a distance of 21.00 feet to the **POINT OF BEGINNING**, containing 0.777 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 32.



Charles G. Walker Date: September 21, 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 0.777 ACRES (APPROXIMATELY 33,832 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHRISTOPHER M. REEVES AND TEENA L. REEVES, IN A DEED DATED SEPTEMBER 22, 2009, AND RECORDED IN DOCUMENT NO. 2009069528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301761 issued by Texan Title Insurance Company on May 23, 2023, 8:00am, with an effective date of May 18, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

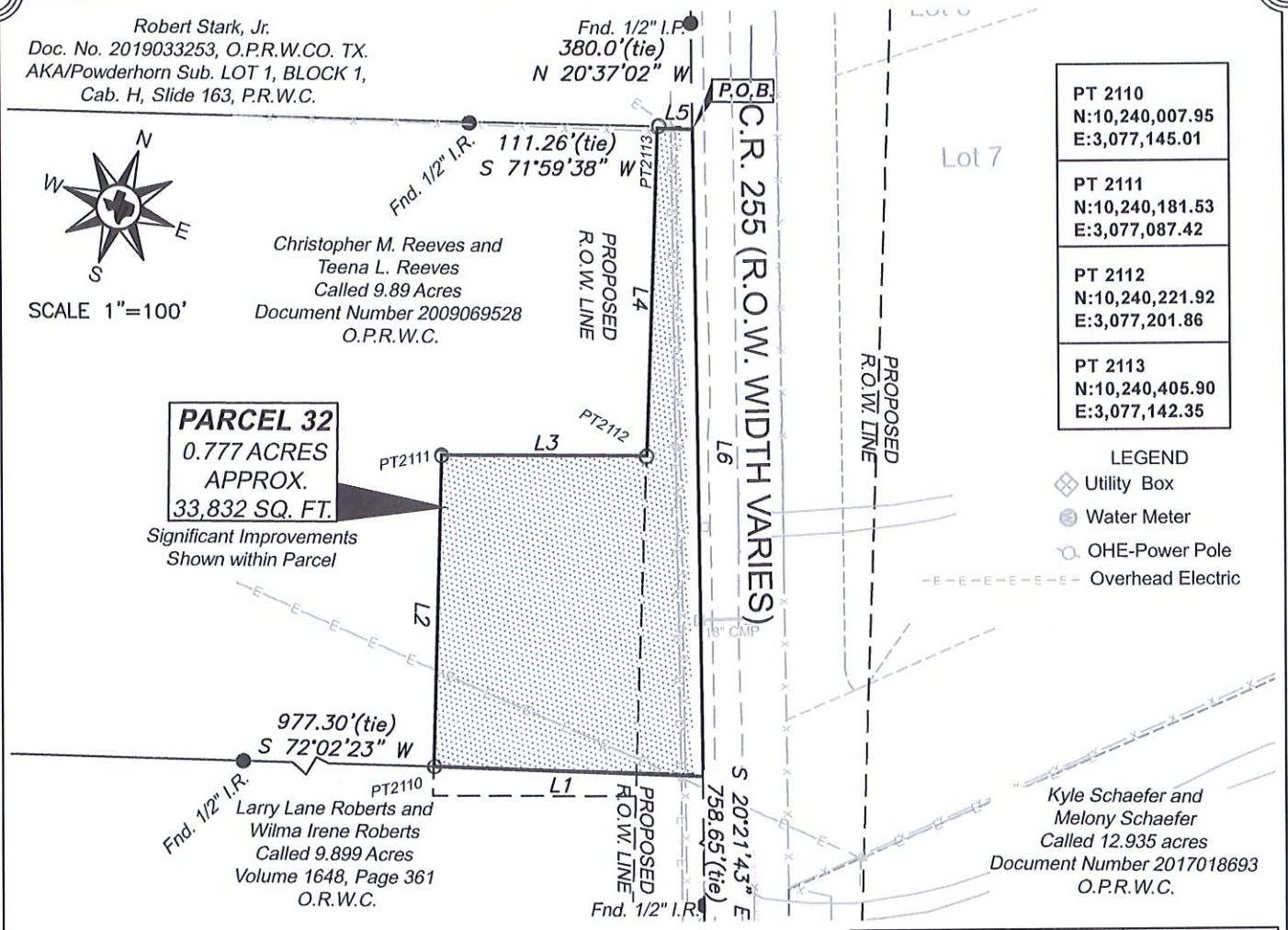
b. Easement dated June 15, 1973, to Pedernales Electric Cooperative, Inc., recorded in Volume 571, Page 510, Deed Records, Williamson County, Texas. (Does Effect).

c. Easement dated September 8, 1983, to Chisholm Trail Water Supply Corporation, recorded in Volume 939, Page 189, Deed Records, Williamson County, Texas. (Does Effect).

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
Δ	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, TX.
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



LINE	BEARING	DISTANCE
L1	S 72°26'22" W	159.75'
L2	N 18°21'18" W	182.88'
L3	N 70°33'35" E	121.36'
L4	N 17°55'33" W	192.37'
L5	N 71°59'38" E	21.00'
L6	S 20°45'44" E	379.97'

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)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

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: September 21, 2023
DRAWING NO.: 0750504-02-PARCEL 32
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Commissioners Court - Regular Session **45.**

Meeting Date: 10/24/2023

Bagdad Rd. 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 (1.621 acres) required for the construction of Bagdad Rd./CR 279. (Action Propane, Inc./ Parcel 14) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:53 AM
Form Started By: Charlie Crossfield		Started On: 10/18/2023 03:33 PM
Final Approval Date: 10/19/2023		

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 1.621 acres as described by metes and bounds in Exhibit "A", owned by **ACTION PROPANE, INC.** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements and related drainage and utility adjustments and appurtenances ("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 Exhibit "A" 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

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.621 ACRE (70,601 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO ACTION PROPANE, INC. RECORDED IN VOLUME 1227, PAGE 650 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.621 ACRE (70,601 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 113.27 feet left of Bagdad Road Baseline Station 284+69.64 (Grid Coordinates determined as N=10,207,435.73 E=3,059,276.98), in the northerly boundary line of said 10.00 acre tract, same being the southerly boundary line of that called 20.00 acre tract of land described and depicted in General Warranty Deed to Blue Hole Real Estate Investment, LLC recorded in Document No. 2019115189 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 10" creosote post found, being an ell corner in the southerly boundary line of said 20.00 acre tract, same being the northwesterly corner of said 10.00 acre tract bears S 73°08'08" W, at a distance of 490.21 feet;

1) **THENCE**, departing said proposed westerly ROW line, with said northerly boundary line of the 10.00 acre tract, same being said southerly boundary line of the 20.00 acre tract, **N 73°08'08" E,** for a distance of **111.64** feet to a 1/2" iron rod found in the curving existing westerly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of said 10.00 acre tract, same being the southeasterly corner of said 20.00 acre tract, also being the northwesterly corner of that called 0.1691 acre ROW tract described and depicted in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996065717 of the Official Records of Williamson County, Texas and also being the southwesterly corner of that called 0.0369 acre ROW tract described and depicted in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County) recorded in Document No. 1996036915 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

THENCE, departing said 20.00 acre tract, with said existing westerly ROW line, same being the easterly boundary line of said 10.00 acre tract, the following two (2) courses:

2) Along a non-tangent curve to the right having a delta angle of **18°59'36",** a radius of **1,056.00** feet, an arc length of **350.06** feet and a chord which bears **S 32°45'38" E,** for a distance of **348.46** feet to a calculated point of non-tangency, same being the southerly corner of said 0.1691 acre ROW dedication tract;

3) **S 18°03'05" E,** for a distance of **296.59** feet to a 1/2" iron rod found, being the southeasterly corner of said 10.00 acre tract, being the northeasterly corner of an additional ROW dedicated per the Brinson Subdivision, a subdivision of record in Cabinet DD, Slide 240-242 of the Plat Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

4) **THENCE**, with said existing westerly ROW line, being said southerly boundary line of the 10.00 acre tract, **S 73°04'44" W,** at a distance of 5.06 feet, pass the calculated northwesterly corner of said additional ROW dedicated by said plat, being the northeasterly corner of Lot 1, of said Brinson Subdivision, departing said existing ROW and continuing with the common line of said Lot 1 and said 10.00 acre tract for a total distance of **71.37** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 116.89 feet left of Bagdad Road Baseline Station 277+83.74 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "3DS LAND SURVEYORS", being the northwesterly corner of said Lot 1 bears S 73°04'44" W, at a distance of 167.58 feet;

THENCE, departing said Lot 1, with said proposed westerly ROW line, through the interior of said 10.00 acre tract, the following three (3) courses:

5) **N 31°05'37" W,** for a distance of **179.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 141.07 feet left of Bagdad Road Baseline Station 279+73.04, for an angle point;

6) **N 15°10'54" W,** for a distance of **95.33** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 121.34 feet left of Bagdad Road Baseline Station 280+72.23, for an angle point;

7) **N 32°22'04" W,** for a distance of **375.79** feet to the **POINT OF BEGINNING**, containing 1.621 acres (70,601 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 29 SEP 2022

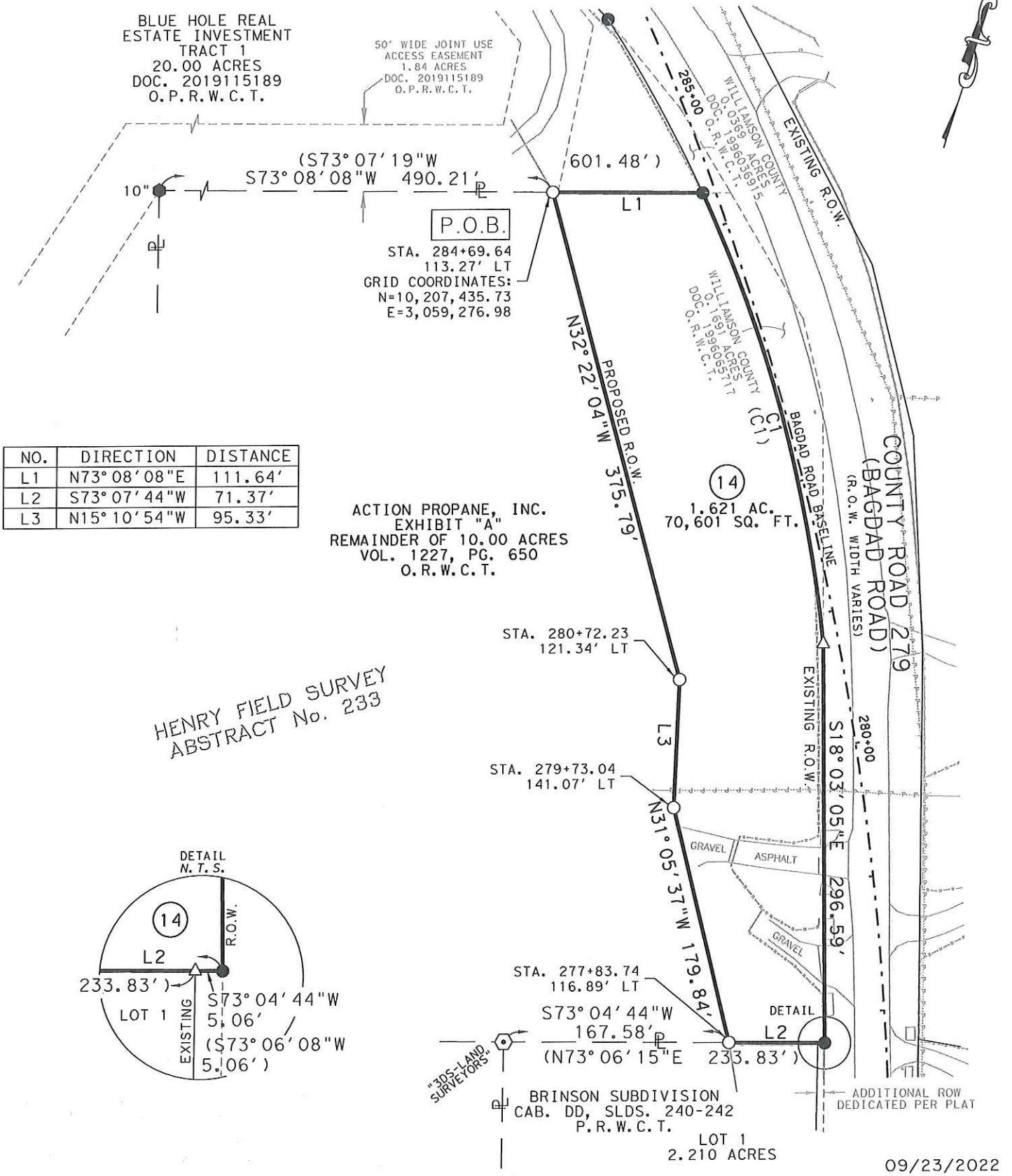
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT " A "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N73° 08' 08"E	111.64'
L2	S73° 07' 44"W	71.37'
L3	N15° 10' 54"W	95.33'

09/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

ACTION PROPANE, INC.

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 14
1.621 ACRES
70,601 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 14-ACTION PROPANE\PARCEL 14-ACTION-PROPANE.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
⬢	CREOSOTE FENCE CORNER POST FOUND
℄	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⩘	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18°59'36"	1,056.00'	350.06'	348.46'	S32°45'38"E
(C1)		(1,056.00')	(349.14')	(347.55')	(S30°12'21"E)

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165830, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 02, 2022, ISSUE DATE AUGUST 11, 2022.

2. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9665717 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

7. ALL TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-33 (PROPERTY WITHIN CITY OF LIBERTY HILL'S EXTRATERRITORIAL JURISDICTION) RECORD IN DOCUMENT NO. 2005053408 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 29 SEP 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

09/23/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF

ACTION PROPANE, INC.

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 14
1.621 ACRES
70,601 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 14-ACTION PROPANE\PARCEL 14-ACTION-PROPANE.dgn

Commissioners Court - Regular Session **46.**

Meeting Date: 10/24/2023

CR 314 Real Estate 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 Theron and Ellie Vaughan for 0.603 acres and 0.099 acres needed as right of way on the CR 314 project (Parcels 20 & 21). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:55 AM
Form Started By: Charlie Crossfield		Started On: 10/18/2023 05:09 PM
Final Approval Date: 10/19/2023		

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **THERON VAUGHAN and ELLIE VAUGHAN** (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 0.603-acre (26,259) tract of land, out of and situated in the A, A, Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1", attached hereto and incorporated herein **(Parcel 20):**
>
> All of that certain 0.099-acre (4,308 square foot) tract of land, out of and situated in the A, A, Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2", attached hereto and incorporated herein **(Parcel 21):**

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 Exhibit "A" shall be the sum of ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED TEN and 00/100 Dollars ($129,910.00).

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,

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Purchaser shall pay the amount of ELEVEN THOUSAND NINE HUNDRED TWENTY and 00/100 Dollars ($11,920.00).

Payment of Purchase Price

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.

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ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 25, 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 Exhibits "A-1 and A-2", 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.

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(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

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

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

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

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.

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

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 after October 1, 2023 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 roadway improvement construction project of Purchaser upon the Property, 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.

[signature page follows]

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

SELLER:

DocuSigned by:
Theron Vaughan
653C4CEE72AF421...

THERON VAUGHAN

Address: _____

_____

Date: 10/6/2023

DocuSigned by:
Ellie Vaughan
6430AAA22DE1434...

ELLIE VAUGHAN

10/7/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.603 ACRE (26,259 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED RETAINING A VENDOR'S LIEN TO THERON VAUGHAN AND ELLIE VAUGHAN, RECORDED IN DOCUMENT NO. 2016000492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.603 ACRE (26,259 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW varies), for the northwest corner of said 22.245 acre tract of land, (Grid Coordinates determined as N=10,263,643.17, E=3,155,074.51), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, N 68°31'59" E**, with the existing southerly ROW line of C.R. 314, same line being the north boundary line of said 22.245 acre tract of land, a distance of **512.24 feet** to a 1/2 inch iron rod found, for the northwest corner of that certain called 3.715 acre tract of land described in a Warranty Deed to Theron Vaughan and Ellie Vaughan of record in Document No. 2020009605, said Official Public Records, for the northeast corner of said 22.245 acre tract of land, and for the northeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the northeast corner of said 3.715 acre tract bears N 68°31'59" E, with the common boundary line of said C.R. 314 and said 3.715 acre tract, a distance of 94.89 feet;

2) **THENCE, S 21°25'25" E,** departing the existing ROW line of said C.R. 314, with the common boundary line of said 22.245 acre tract of land and said 3.715 acre tract of land, a distance of **47.22 feet**, to a calculated point being 68.00 feet right of C.R. baseline station 102+15.57, for the southeasterly corner of the herein described parcel;

THENCE, over and across said 22.245 acre tract, the following three (3) courses and distances:

3) **S 66°19'57" W,** a distance of **17.14 feet**, to a calculated point of curvature to the right and being 68.00 feet right of C.R. baseline station 101+98.42;

4) along said curve to the right, having a radius of **4,068.00** feet, a delta angle of **01°49'17"**, an arc length of **129.32 feet**, and a chord which bears **S 67°14'35" W,** a distance of **129.32 feet**, to a calculated point, being 68.00 feet right of C.R. baseline station 100+71.26, for point of tangency of the herein described tract;

5) **S 68°09'14" W,** a distance of **365.83 feet**, to a calculated point on the east boundary line of that certain called 13.62 acre tract of land described in a Deed to Tamecia Ann Sharpe of record in Document No. 2020034683, said Official Public Records, same line being the west boundary line of said 22.245 acre tract of land, and being 68.00 feet right of C.R. baseline station 97+05.43, for the southwesterly corner of the herein described parcel;

6) **THENCE, N 21°25'24" W**, with the common boundary line of said 13.62 acre tract and said 22.245 acre tract, a distance of **44.44 feet**, to a 1/2 inch iron rod found for an interior ell corner of said C.R. 314, for the northeast corner of said 13.62 acre tract, from which point a 1/2 inch iron rod found in the existing south boundary line of said C.R. 314, for the northwest corner of said 13.62 acre tract bears S 68°25'59" W, with the common boundary line of said 13.62 acre tract and said C.R.314, a distance of 50.08 feet;

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7) **THENCE, N 21°28'26" W**, with the common boundary line of said 22.245 acre tract and said C.R. 314, a distance of **8.77 feet**, to the **POINT OF BEGINNING**, containing 0.603 acre (26,259 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar — Date
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

EXHIBIT ____

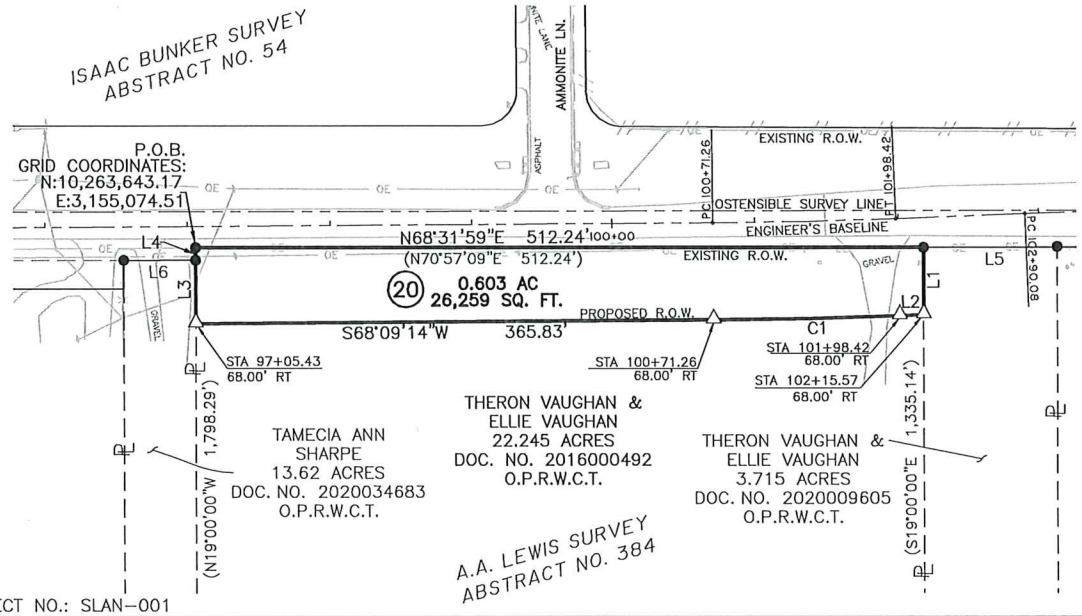
PLAT TO ACCOMPANY DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S21°25'25"E	47.22'
L2	S66°19'57"W	17.14
L3	N21°25'24"W	44.44
L4	N21°28'26"W	8.77
L5	N68°31'59"E	94.89'
L6	S68°25'59"W	50.08'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°49'17"	4068.00'	129.32'	129.32'	S67°14'35"W

50 0 50 100

SCALE 1" = 100'



PROJECT NO.: SLAN-001

12-20-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 20
0.603 AC.
26,259 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

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EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊡	TXDOT TYPE II MON FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
◉	1/2" IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
✪	COTTON GIN SPINDLE FOUND	P.O.C.	POINT OF COMMENCING
△	CALCULATED POINT	( )	RECORD INFORMATION
ℙ	PROPERTY LINE		BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

PROJECT NO.: SLAN-001

12-20-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 20
0.603 AC.
26,259 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

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EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.099 ACRE (4,308 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 3.715 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO THERON VAUGHAN AND ELLIE VAUGHAN, RECORDED IN DOCUMENT NO. 2020009605, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.099 ACRE (4,308 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the existing southerly right-of-way (ROW) of County Road 314 (C.R. 314) (ROW varies), for the northeast corner of that called 22.245 acre tract described in a General Warranty Deed with Vendor's Lien to Theron Vaughan and Ellie Vaughan recorded in Document No. 2016000492, of the Official Public Records of Williamson County Texas, for the northwest corner of said 3.715 acre tract, (Grid Coordinates determined as N=10,263,830.60, E=3,155,551.14), and for the northwest corner and **POINT OF BEGINNING** of the herein described parcel, from which point a 1/2 inch iron rod found on the existing south ROW line of C.R. 314, for the northwest corner of said 22.245 acre tract bears S 68°31'59" W, a distance of 512.24 feet;

1) **THENCE**, **N 68°31'59" E**, with the existing southerly ROW line of C.R. 314, same line being the north boundary line of said 3.715 acre tract of land, a distance of **94.89 feet** to a calculated point, for the northwest corner of that called 22.245 acre tract of land described in a Gift Deed to Lorey Stabeno recorded in Volume 635, Page 612, of the Deed Records of Williamson County, Texas, for the northeast corner of said 3.715 acre tract of land, and for the northeast corner of the herein described parcel, from which point a 1/2 inch iron rod found for the northeast corner of said 22.245 acre Stabeno tract bears N 68°31'59" E, with the common boundary line of said C.R. 314 and said 22.245 acre Stabeno tract, a distance of 606.09 feet, and from the common corner of said 3.715 acre tract and said 22.245 acre tract a 1/2 inch iron rod found bears N 21°25'25" W, a distance of .0.47 feet;

2) **THENCE, S 21°25'25" E,** with the common boundary line of said 22.245 acre Stabeno tract and said 3.715 acre tract, a distance of **43.61 feet**, to a calculated point and being 68.00 feet right of C.R. baseline station 103+10.77, for the southeast corner of the herein described parcel;

THENCE, over and across said 3.715 acre tract, the following two (2) courses and distances:

3) along a curve to the left, having a radius of **5,932.00 feet**, a delta angle of **00°11'51",** an arc length of **20.45 feet**, and a chord which bears **S 66°25'52" W,** a distance of **20.45 feet**, to a calculated point of tangency and being 68.00 feet right of C.R baseline station 102+90.08;

4) **S 66°19'57" W,** a distance of **74.51 feet**, to a calculated point on the east boundary line of said 22.245 acre Vaughan tract, same line being the west boundary line of said 3.715 acre tract, for the southwest corner of the herein described parcel;

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5) **THENCE, N 21°25'25" W,** with the common boundary line of said 22.245 acre Vaughan tract and said 3.715 acre tract of land, a distance of **47.22 feet**, to the **POINT OF BEGINNING**, containing 0.099 acre (4,308 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

Date

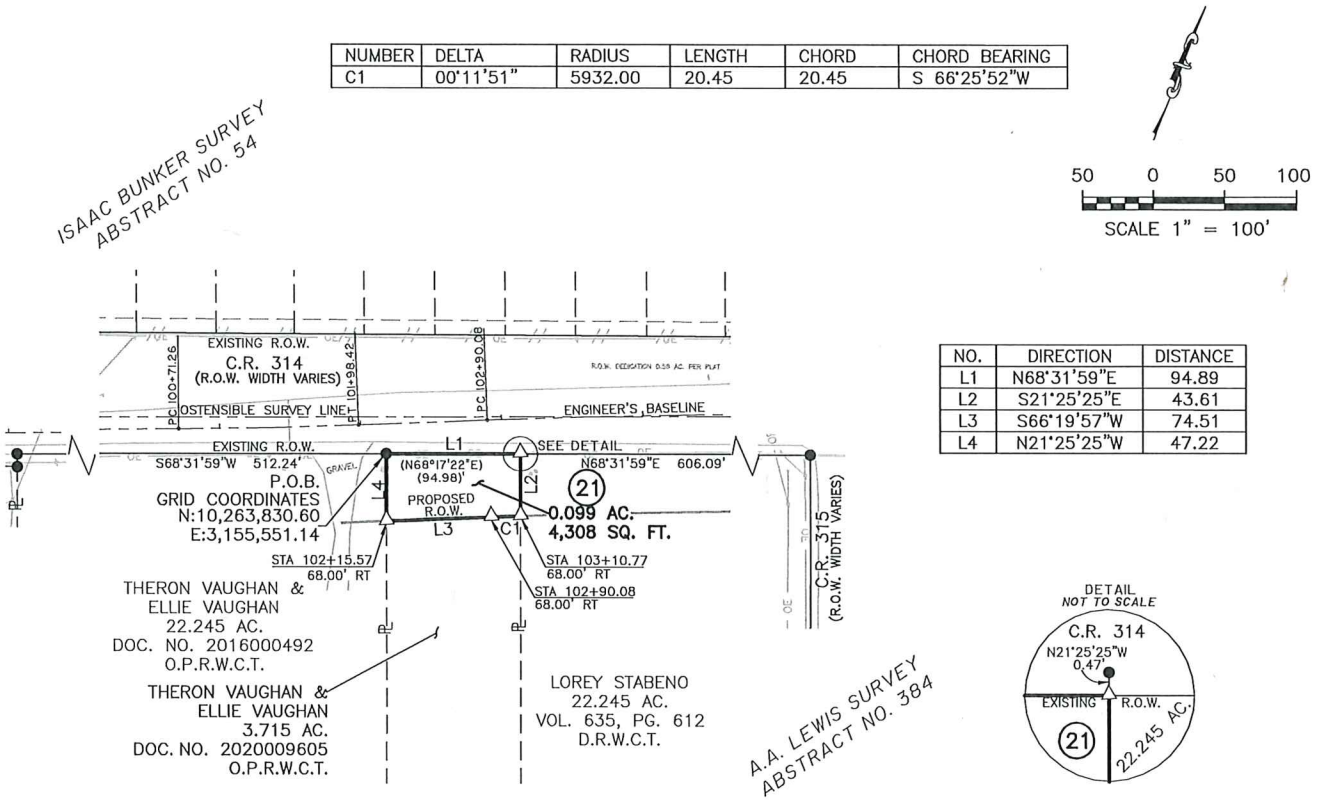
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°11'51"	5932.00	20.45	20.45	S 66°25'52"W



NO.	DIRECTION	DISTANCE
L1	N68°31'59"E	94.89
L2	S21°25'25"E	43.61
L3	S66°19'57"W	74.51
L4	N21°25'25"W	47.22

PROJECT NO.: SLAN-001

12-20-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 21
0.099 AC.
4,308 SQ. FT.

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT C.R. 314

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DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊡	TXDOT TYPE II MON FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
◉	1/2" IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
✪	COTTON GIN SPINDLE FOUND	P.O.C.	POINT OF COMMENCING
△	CALCULATED POINT	( )	RECORD INFORMATION
ℙ	PROPERTY LINE		BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001

12-20-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 21
0.099 AC
4,308 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

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Exhibit "B"

Parcel 20/21

DEED
County Road 314 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 **THERON VAUGHAN AND ELLIE VAUGHAN,** 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 0.603-acre (26,259) tract of land, out of and situated in the A, A, Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1", attached hereto and incorporated herein **(Parcel 20):**

All of that certain 0.099-acre (4,308 square foot) tract of land, out of and situated in the A, A, Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2", attached hereto and incorporated herein **(Parcel 21):**

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 (the "Retained Improvements"): 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;

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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]

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

GRANTOR:

_____
THERON VAUGHAN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by THERON VAUGHAN in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
ELLIE VAUGHAN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by ELLIE VAUGHAN in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

DocuSign Envelope ID: 639ACB9A-8A8E-4125-8D33-A3AEED1C65E6

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 **47.**

Meeting Date: 10/24/2023

Corridor B 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 Round Rock SH 130, LLC. for 12.314 acres of right of way needed for the Corridor B project. 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	10/19/2023 12:23 PM
Form Started By: Charlie Crossfield		Started On: 10/19/2023 11:45 AM
Final Approval Date: 10/19/2023		

DocuSign Envelope ID: 9E4CA0FF-BB23-4A86-83C1-EC9B320DB7F7

Execution Copy

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("***Contract***") is made by **ROUND ROCK/SH 130, LLC**, a Texas limited liability company (referred to in this Contract as "***Seller***") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "***Purchaser***"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Contract, Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, the tract(s) of land described as follows (the "***Property***"):

> Approximately 12.314 acres of land as shown in **Exhibit "A"**, attached hereto and being a portion of the property listed as Parcel ID Number R474779 in the Williamson County Central Appraisal District records.

Purchaser will deliver an updated or new survey of said Property (the "***Survey***") to Seller and the Title Company prior to Closing. The Survey shall be certified to Seller, Title Company and Purchaser. Even though the Property has not yet been separately surveyed, the parties agree that (a) they are experienced in transactions of this nature, (b) they are familiar with the location of the Property, (c) the description of the Property, together with the depiction of the Property attached to this Contract as **Exhibit "A"** identifies the Property with reasonable certainty, (d) it is the parties' intention that the description of the Property, together with the depiction of the Property attached to this Agreement, be construed, to the maximum extent allowed by law, as sufficient to identify the Property with reasonable certainty, (e) each party hereby waives any and all claims of an insufficient legal description, including, without limitation, any and all claims under the statute of frauds, and (f) upon the completion of the final Survey of the Property, the parties agree to replace **Exhibit "A"** of this Agreement with the legal description of the Property in such Survey and Seller and Purchaser agree to use the legal description of the Property contained in the Survey as the legal description of the Property for all documents delivered to each other and to the Title Company in connection with Closing.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00) in good U.S. funds (the "***Purchase Price***").

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Payment of Purchase Price

2.02. Purchaser shall pay Seller the Purchase Price in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing): NONE.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge: NONE.

Except for the representations and warranties expressly set forth in this Contract and the warranty of title to be set forth and given in the deed, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (1) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (2) the suitability of the property for any and all activities and uses which purchaser may conduct thereon, (3) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (4) the habitability, merchantability or fitness for a particular purpose of the property, (5) the presence of any endangered or threatened species or environmental features on the property, as well as the suitability of the property as habitat for any of those species, (6) the availability of utility service to the property, or (7) any other matter with respect to the Property. Purchaser agrees that the property is to be sold to and accepted by purchaser at closing, as is, where is, and with all faults, if any.

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ARTICLE V
CLOSING

Closing Date

5.01. The closing of the purchase and sale of the Property ("***Closing***") shall be held at the office of Rise Title Company, 306 N. Lampasas St., Round Rock, TX 78664; Attn: Stacie Barnes; Phone: 512.474.2362; Email: teamstacie@risetitletx.com (the "***Title Company***"), on December 1, 2023, or at such time, date, and place as Seller and Purchaser may agree upon in writing (which date is herein referred to as the "***Closing Date***").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver a duly executed and acknowledged Special Warranty Deed, in the form attached hereto as **Exhibit "B"**, to Purchaser conveying good and indefeasible title to all of the Property, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) All valid easements, restrictions, covenants, and mineral reservations, if any, applicable to the Property as shown on the Closing Date by the records of the Williamson County clerk; and

(c) All other exceptions contained in the title commitment issued by the Title Company (the "***Title Commitment***").

(2) Request that the Title Company deliver to Purchaser as soon as practicable after Closing a Texas Owner's Title Policy (the "***Owner's Title Policy***"), at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed in the Title Commitment, 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 at the choice and sole cost of Purchaser either be amended to read "Shortages in area", or 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", if true.

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(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.02. On or before the Closing Date, Purchaser shall deliver to the Title Company for delivery to Seller, at Purchaser's expense, the following:

(a) The Purchase Price in immediately available U.S. funds; and

(b) Such instruments or documents as are necessary, or reasonably required by Seller or the Title Company to evidence the authority of Purchaser to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents to be delivered by Purchaser.

Prorations

5.04. If applicable, general real estate taxes for the current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and such proration shall be final according to the provisions of Texas Tax Code, Sec. 26.11. Agricultural roll-back taxes, if any, shall be paid by the Purchaser.

STATUTORY NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

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.

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(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 conveyance of the Property for any reason, except Purchaser's default, Purchaser may, as Purchaser's sole and exclusive remedies, either: (a) purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Contract, in which event such default shall be deemed waived; (b) terminate this Contract by delivering written notice to Seller and the Title Company, in which event Purchaser shall be entitled to return of the earnest money deposit, if any, and neither Seller nor Purchaser shall have any further obligation hereunder, except for rights and obligations which, by their terms, survive the termination hereof; or (c) file a suit to enforce specific performance. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Contract pursuant to subsection (b) above if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before twenty (20) business days following the Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within sixty (60) days following the Closing Date. Purchaser hereby waives any and all other of its rights or remedies, at law or in equity, for breach of this Contract by Seller, including, but not limited to, a suit for damages. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

ARTICLE VII
BREACH BY PURCHASER

7.1 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 terminate this Contract by delivering written notice to Purchaser, in which event (a) the Title Company shall deliver to Seller the earnest money deposit, if any, or (b) if no Escrow Deposit has been made, then Seller shall receive the amount of $5,000 as liquidated damages for any failure by Purchaser, and Seller agrees to accept and take these cash payments as liquidated damages and as Seller's sole remedy hereunder in such event.

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7.2 **NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, TO THE EXTENT ALLOWED BY LAW, PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD SELLER AND ITS PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTROLLING PERSONS AND AFFILIATES HARMLESS FROM AND AGAINST ANY LOSSES, COSTS, LIENS, LIABILITIES, CLAIMS, DEMANDS, ACTIONS, DAMAGES OR EXPENSES INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF ANY ENTRY OR ACTIVITIES BY OR ON BEHALF OF PURCHASER ON THE PROPERTY, AND NOTHING IN SECTION 7.1 SHALL LIMIT SELLER'S DAMAGES UNDER THIS SECTION 7.2 OR OTHERWISE LIMIT SELLER'S ABILITY TO ENFORCE PURCHASER'S OBLIGATIONS UNDER THIS SECTION 7.2. The terms of this section shall expressly survive termination or Closing of this Contract.**

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed delivered when deposited with the U.S. Postal Service 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. No notice to Seller shall be deemed delivered or received unless a copy of such notice is contemporaneously delivered to Libby Sparks Willis Starnes PLLC, Attn: Jeffrey T. Libby, Esq., 5950 Berkshire Lane, Suite 200, Telephone: (214) 390-3264, Email: jlibby@LibbySparks.com.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

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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. Purchaser shall not record any memorandum or document evidencing this Contract or otherwise cloud Seller's title to the Property.

Effective Date

8.09 This Contract shall be effective as of the date the Title Company acknowledges receipt of a copy of this Contract executed by both Purchaser and Seller as set forth on the Title Company's signature page below.

Brokers Fees and Commissions

8.10 Seller agrees to pay Core Location Advisors, LLC (Attn: Jason Claunch) ("***Broker***") a real estate commission in an amount equal to six percent (6%) of the Purchase Price at Closing. Seller and Purchaser each hereby warrant and represent to the other that, other than Broker's claim for its commission which shall be paid by Seller, all claims for brokerage fees, commissions or finders' or other similar fees in connection with the transactions contemplated in this Contract, insofar as such claims shall be based on separate agreements made by either of the parties, shall be paid by the party making such agreements, and SELLER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD PURCHASER HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM THE FAILURE OF SELLER TO PAY ANY SUCH COMMISSION IN ACCORDANCE

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WITH THE PROVISIONS OF THIS SENTENCE. TO THE EXTENT ALLOWED BY LAW, PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM THE FAILURE OF PURCHASER TO PAY ANY SUCH COMMISSION IN ACCORDANCE WITH THE PROVISIONS OF THIS SENTENCE. The provisions of this paragraph shall survive Closing.

Statutory Notices

8.11. Seller hereby delivers to Purchaser those notices, statements, and certificates attached hereto as **Exhibit "C"**.

Counterparts

8.12. 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.

Offer and Acceptance

8.13 This Contract constitutes an offer by the first party to execute this Contract to sell or purchase the Property on the terms and conditions and for the Purchase Price stated herein. Unless sooner terminated or withdrawn by notice in writing to the second party, this offer shall automatically lapse and terminate at 5:00 p.m. on November 5, 2023, unless, prior to such time, the second party has returned to the first party a copy of this Contract bearing the signature of the second party.

(Signatures on following pages)

DocuSign Envelope ID: 9E4CA0FF-BB23-4A86-83C1-EC9B320DB7F7

SELLER:

ROUND ROCK/SH 130, LLC,
a Texas limited liability company

DocuSigned by:
By: Mike Heatley
84ED1A67703C481...
Mike Heatley

Its: Manager

Date: 10/19/2023

Address: 8951 Cypress Waters Blvd. Ste 160
Dallas, TX 75019

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

DocuSign Envelope ID: 9E4CA0FF-BB23-4A86-83C1-EC9B320DB7F7

ACCEPTANCE BY TITLE COMPANY

The undersigned title company, Rise Title Company, referred to in the foregoing Contract as the "Title Company", hereby acknowledges receipt of a fully executed copy (or executed counterparts) of the foregoing Contract referred to therein, and accepts the obligations of the Title Company as set forth therein.

RISE TITLE COMPANY

By:_____
Printed Name:_____
Title: _____

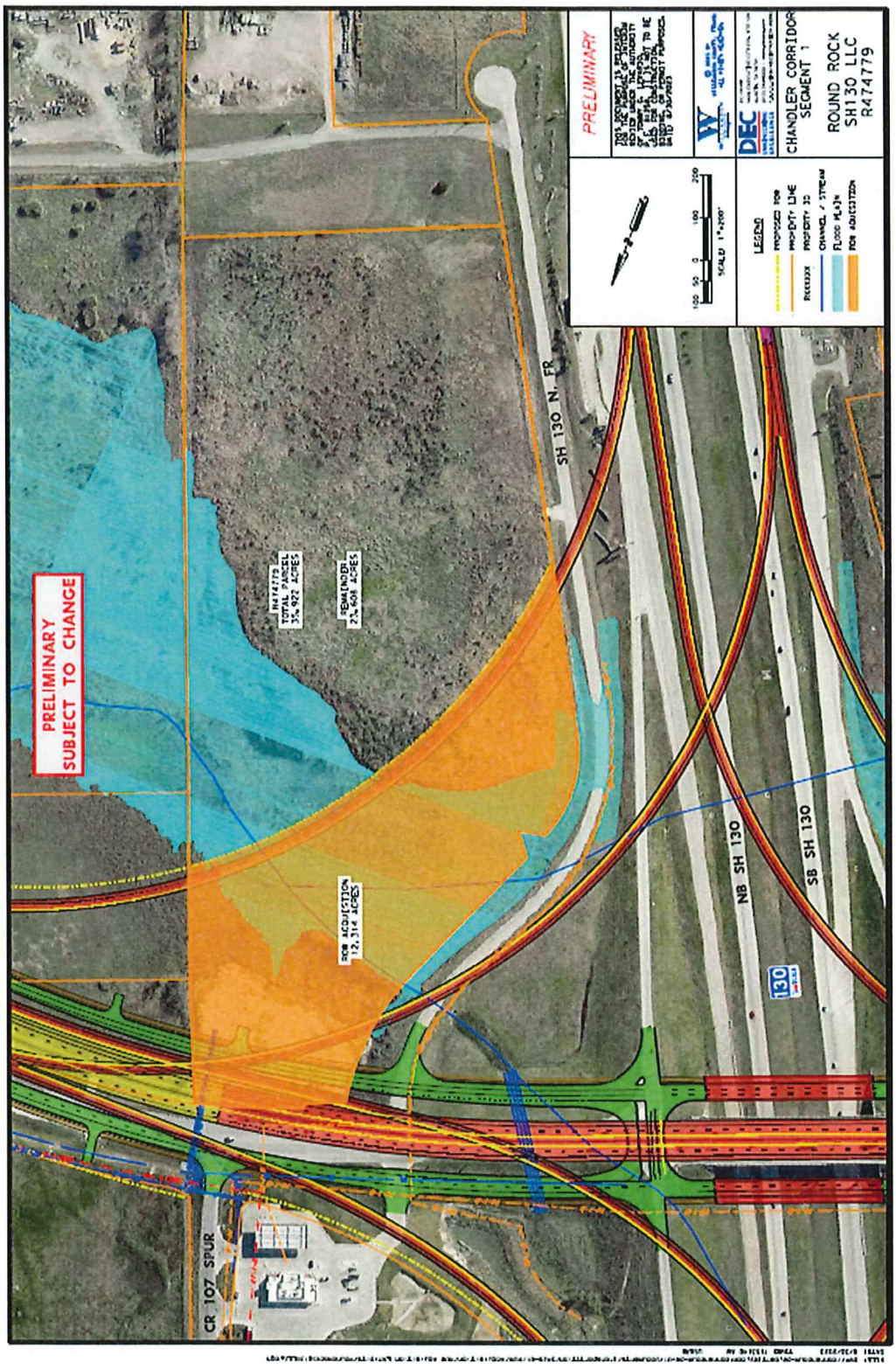
Date:_____
"***Effective Date***"

DocuSign Envelope ID: 9E4CA0FF-BB23-4A86-83C1-EC9B320DB7F7

EXHIBIT "A"

DEPICTION OF THE PROPERTY

[See Attached]


PRELIMINARY
SUBJECT TO CHANGE
R474779
TOTAL PARCEL
34.927 ACRES
REMAINDER
22.408 ACRES
ROW ACQUISITION
12.519 ACRES
SH 130 N. FR
NB SH 130
SB SH 130
CR 107 SPUR
130
PRELIMINARY
SCALE 1"=200'
LEGEND
PROPOSED ROW
PROPERTY LINE
EXISTING PROPERTY ID
CHANNEL / STREAM
FLOOD PLAIN
ROW ACQUISITION
DEC
CHANDLER CORRIDOR
SEGMENT 1
ROUND ROCK
SH130 LLC
R474779

DocuSign Envelope ID: 9E4CA0FF-BB23-4A86-83C1-EC9B320DB7F7

EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

_____, a _____ ("**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto _____, a _____ ("**Grantee**") the tract or parcel of land in _____ County, Texas, described in Exhibit A, and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject solely to all valid easements, restrictions, covenants, and mineral reservations, if any, applicable to the Property as shown on the date hereof by the records of the Williamson County clerk (collectively, the "**Permitted Exceptions**").

BY ACCEPTING DELIVERY OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR SHALL SELL AND CONVEY TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THAT CERTAIN COMMERCIAL CONTRACT - REAL ESTATE BETWEEN GRANTOR AND GRANTEE DATED _____ (AS AMENDED, IF AT ALL, THE "**CONTRACT**"), AND THE INSTRUMENTS TO BE DELIVERED TO GRANTEE AT CLOSING UNDER THE CONTRACT, INCLUDING, WITHOUT LIMITATION, THIS SPECIAL WARRANTY DEED.

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TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all standby charges, ad valorem taxes, and assessments after the recorded date of this Deed, each to the extent attributable to all or part of the Property.

Grantee's address is: _____.

[Remainder of page is intentionally left blank; Signatures on following page]

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EXECUTED as of _____, 202__.

_____,
a _____

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__, by _____, _____ of _____, a _____, on behalf of said _____.

_____
Notary Public, State of _____

Exhibit A Legal Description

EXHIBIT A to Special Warranty Deed

LEGAL DESCRIPTION

DocuSign Envelope ID: 9E4CA0FF-BB23-4A86-83C1-EC9B320DB7F7

EXHIBIT "C"

Notices, Statements, and Certificates

To the extent applicable to the Property (Seller hereby disclaiming any representation or warranty concerning the applicability of any of the following to the Property), the following notices, statements, and certificates are delivered to Purchaser, and Purchaser acknowledges receipt of the notices, statements, and certificates by executing this Contract.

a. TITLE DISCLOSURE. IN ACCORDANCE WITH THE TERMS OF THE REAL ESTATE LICENSE ACT OF TEXAS, YOU, AS PURCHASER, ARE ADVISED THAT YOU SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF YOUR CHOICE, OR BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE. PURCHASER ACKNOWLEDGES RECEIPT OF SUCH NOTICE BY ITS EXECUTION OF THIS CONTRACT.

b. DISCLOSURE OF LOCATION OF UNDERGROUND CONDITIONS: Seller provides the following notice, pursuant to Section 5.013, Texas Property Code: To the best of Seller's belief and knowledge, there are no pipelines used for transporting natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum products or other hazardous substances, located under the surface of the Real Property.

c. MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is not subject to mandatory membership in a property owners association(s).

d. STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

e. TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice or required by the parties must be used.

f. ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Purchaser under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

g. PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Article I, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the

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properties in the certificated area. If your Property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your Property. You are advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your Property. The undersigned Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Article I or at the Closing of purchase of the real property.

h. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Purchaser as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your Property.

i. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

j. TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Purchaser as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

k. PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Purchaser written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice or required by the parties must be used.

l. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Purchaser: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

Commissioners Court - Regular Session **48.**

Meeting Date: 10/24/2023

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	10/19/2023 09:53 AM
Form Started By: Charlie Crossfield		Started On: 10/18/2023 03:34 PM
Final Approval Date: 10/19/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 10/24/2023

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

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2023 09:53 AM
Form Started By: Charlie Crossfield		Started On: 10/18/2023 03:35 PM
Final Approval Date: 10/19/2023		