

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**November 7, 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 – 29 )

3. Discuss, consider, and take appropriate action on a line item transfer for the Auditor's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0495-003011	Computer Software < \$5,000	\$11,410.00
To	0100-0495-005741	Computer Software > \$5,000	\$11,410.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > \$5000	\$75,305
To	0100-0540-005107	Medi; Equipment >\$5,000	\$75,305

5. Discuss, consider and take appropriate action on a line item transfer for the Road & Bridge Division.

## Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005000	Capital Outlay >\$5k	\$7,200.00
To	0200-0210-005003	Equipment >\$5k	\$7,200.00

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
  
7. Discuss, consider and take appropriate action regarding acceptance of a donation of \$1529.28 to the Williamson County Historical Commission from various community members to be used for cemetery restoration purposes (Pursuant to Tex. Loc. Gov't Code § 81.032).
  
8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 10/01/2023 through 10/31/2023.
  
9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 10/01/2023 through 10/31/2023.
  
10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 10/01/2023 through 10/31/2023.
  
11. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) Ford Sport Trac Vin #0049, pursuant to Texas Local Government Code 263.152.
  
12. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) Chevrolet Tahoe Vin #7082, pursuant to Texas Local Government Code 263.152.
  
13. Discuss, consider, and take appropriate action on approving the Purchase and Statement of Work #202438 between Williamson County and Carahsoft Technology Corp. for InSource ServiceNow Support Services for a total amount of \$18,499.80, pursuant to DIR contract #TSO-4288, and authorize the execution of the purchase.
  
14. Discuss, consider and take appropriate action on approving the Addendum #202419 between Williamson County and Catalis Public Works and Citizen Engagement, LLC, for Performance Center reporting software, covering the term of October 1, 2023–September 30, 2024, for the annual amount of \$85,255.00 pursuant to BuyBoard Contract #661-22 and authorizing the execution of the addendum.
  
15. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Prairie Crossing Municipal Utility District No. 1 and the County of Williamson, Texas.
  
16. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Prairie Crossing Municipal Utility District No 2 and the County of Williamson, Texas.

17. Discuss, consider, and take any appropriate action to allow the Pct 4 Constable's Office to submit an application for a grant through the CAPCOG (Capital Area Council of Governments) Solid Waste Grant for funds to facilitate environmental enforcement.
18. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Shadow Cats for off duty contracting of County Sheriff Deputies to be effective November 7, 2023. (Traffic control at 17 Lake Dr. Round Rock)
19. Discuss, consider and take appropriate action on approving the three (3) year Agreement #202458 between Guardian Alliance Technologies, Inc. and Williamson County for employment related background investigations as needed, with a not-to-exceed amount of \$36,000.00, and authorizing execution of the agreement.
20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Wilco Development Services Assistance, under RFSQ #24RFSQ8.
21. Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB153 for Bulk Fuel for Williamson County, renewal option period 1, for the term of November 15, 2023 – November 14, 2024, for the same pricing, terms and conditions as the existing contract with Petroleum Traders Corporation.
22. Discuss, consider and take appropriate action on approving the extension of Contract #22IFB145 for Limestone Rock Asphalt, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Martin Marietta for the 12-month term of November 15, 2023 - November 14, 2024, and authorizing execution of the renewal agreement.
23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Construction of CR 332 Realignment, under IFB #24IFB14. Funding Source is P366.
24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Construction of the Liberty Hill Bypass, under IFB #24IFB15. Funding Source is P346.
25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020 for on Call Traffic Engineering Services. This supplemental is to extend the expiration date to December 31, 2025 and increase the maximum amount payable to \$100,000.00. Funding source: 01.0200.0210.004100.
26. Discuss, consider and take appropriate action on approval of the final plat for the Mejia Ranch Phase 1 subdivision – Precinct 4.
27. Discuss, consider and take appropriate action on approval of the final plat for the Enclave at Jarrell Phase 1 subdivision – Precinct 4.

- 28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Burford Ranch subdivision – Precinct 4.
- 29. Discuss, consider and take appropriate action on approval of the amended plat of the Lot 8, Block A, 79 Business Park subdivision & Lot 5, Block A, Garden Park Section 1 subdivision – Precinct 4.

**REGULAR AGENDA**

- 30. Discuss, consider, and take appropriate action on recognizing Salvador Lopez for his 40 years of service to Williamson County and Williamson County Juvenile Services upon retirement as of November 30, 2023.
- 31. Discuss, consider and take appropriate action on recognizing Laser Spectacles, Inc. for receiving the First Place award in the Graphics Show category from the International Laser Display Association for the Williamson County 175th Birthday Celebration Laser Show.
- 32. Discuss, consider, and take appropriate action on a proclamation designating November 11 -18, 2023 as National Hunger and Homeless Awareness Week in Williamson County.
- 33. Discuss, consider and take appropriate action recognizing employees from Parks, EMS, Sheriff, and Public Information Office for their services and efforts in relation to the Williamson County Fair and Rodeo.
- 34. Discuss, consider, and take appropriate action regarding the November 2023 Benefits Wellness Update.
- 35. Discuss, consider, and take appropriate action regarding recommendation of the re-appointment of John Pelczar and Matt Williamson as Benefit Committee members for an additional three-year term from January 1, 2024, through December 31, 2026.
- 36. Discuss, consider, and take appropriate action on the setting of parameters regarding General Counsel review of procurement transactions processed through the Purchasing Department.
- 37. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0475.004902	Co Atty Leg Supplement	\$1,500.00
To	0100.0475.001927	Co Atty Leg Supplement	\$1,213.81
To	0100.0475.002010	FICA	\$92.86
To	0100.0475.002020	Retirement	\$193.33

38. Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective November 8, 2023.
39. Discuss, consider and take appropriate action on approving the Amendment #202453 for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County Interlocal Agreement (ILA) in the not-to-exceed amount of \$675,000.00 and authorizing the execution of the Amendment.
40. Discuss, consider, and take appropriate action on approving the purchase #202457 of the first bulk order for FY24 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County for a total not-to-exceed amount of \$667,428.27, pursuant to the DIR contract #DIR-TSO-3763.
41. Discuss, consider, and take appropriate action on approving bulk order agreement #202456 for Toughbooks and accessories for Williamson County Departments from GTS Technology Solutions for a total of \$361,253.45 pursuant to DIR Contract #DIR-TSO-4025.
42. Discuss, consider, and take appropriate action on approving the Amendment #202450 between Williamson County and Tenex Software Solutions, Inc. for the amount of \$153,900.00, and authorizing the execution of the Amendment. Election Force software from Tenex Software Solutions, Inc. was exempted in Commissioners Court on 6.27.2023, item #30 established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions.
43. Discuss, consider and take appropriate action on approving an Agreement #202460 for Construction Services between Intelligent Conservation Systems, Inc. and Williamson County for repairs at the Williamson County Jail in the amount of \$599,825.00, and exempting from competitive bidding requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment] and executing agreement.
44. Discuss, consider, and take appropriate action on authorizing the Construction Contract #202464 between Falkenberg Construction Company, Inc. and Williamson County for the Jail Facade Repairs: Precast & Sealant in the amount of \$49,224.53 pursuant to BuyBoard Contract #581-19 and execution of the construction contract.
45. Discuss, consider, and take appropriate action to authorize the purchase of jury seating and other courtroom furniture from Sauder Manufacturing Company in the amount of \$27,897.80 and exempting this purchase and future purchases of jury seating and other courtroom furniture during FY24, up to the not-to-exceed amount of \$68,000.00, from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment].
46. Discuss, consider and take appropriate action on approving the addendum for the current Master Service Agreement, between Securitas Technology and Williamson County by increasing the not-to-exceed amount of \$250,000.00 to \$598,953.57, to include quote for installation of access readers at Criminal Justice Center in the amount of \$348,953.57, per Sourcewell Contract #030421-SCS, and authorizing execution of the agreement.

47. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Ronald Reagan Widening project contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program.  
Project: P336  
Fund Source: Road Bonds
48. Discuss, consider and take appropriate action on a real estate contract with Nason Hengst a/k/a Nason Garret Hengst for 11.556 acres of ROW and a 1.235 acre drainage easement needed on East Wilco Highway. (Parcel 36) Funding Source: TANS P588
49. Discuss, consider and take appropriate action regarding an update on the Jail Standards report.
50. Discuss and hear update on the Emergency Medical Event that took place at the Leander Library polling location and any matter related thereto.

#### **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)."***

51. 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

**52.** 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

**53.** 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:**

**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.

54. 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).
55. 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).

56. 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)

57. Discuss and take appropriate action concerning economic development.
58. Discuss and take appropriate action concerning real estate.
59. 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
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  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:**

**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.

60. 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.
61. Comments from Commissioners.
62. 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.

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 3rd day of November 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:** 11/07/2023

LIT

**Submitted By:** Jalyn Morris, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Auditor's Office.

**Background**

Moving funds to the appropriate line for a budgeted expense.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0495-003011	Computer Software < \$5,000	\$11,410.00
To	0100-0495-005741	Computer Software > \$5,000	\$11,410.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jalyn Morris

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

11/02/2023 09:03 AM

11/02/2023 10:07 AM

Started On: 11/01/2023 12:26 PM

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 11/07/2023

LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Line itme transfer to the appropriate line item to facilitate the purchase of stretchers, Power Loads, and stair chairs.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-005000	Capital Outlay > \$5000	\$75,305
To	0100-0540-005107	Medi; Equipment >\$5,000	\$75,305

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

11/01/2023 12:17 PM

11/02/2023 09:17 AM

Started On: 10/30/2023 09:03 AM

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 11/07/2023

Line item transfer for the Road and Bridge Division

**Submitted For:** Terron Evertson

**Submitted By:** Jenifer Favreau, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road & Bridge Division.

**Background**

This transfer is necessary to complete the purchase of truck-mounted message boards that will improve safety by providing drivers with traffic information and communicating about upcoming hazards.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0200-0210-005000	Capital Outlay >\$5k	\$7,200.00
To	0200-0210-005003	Equipment >\$5k	\$7,200.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

11/01/2023 12:18 PM

11/02/2023 09:17 AM

Started On: 11/01/2023 08:34 AM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 11/07/2023

Compensation Items

**Submitted By:** Kayla Marek, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**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.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Merit Report

Merit LIT

Position Changes

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**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 11/02/2023

**Reviewed By**

Laura Cervantes

Becky Pruitt

**Date**

11/02/2023 06:52 AM

11/02/2023 09:07 AM

Started On: 11/01/2023 04:47 PM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	CA Civil Division Chief.0046.001100.	15777	\$129,657.58	\$3,889.60	3.00	\$133,547.18	-	MERIT	10-Nov-23
District Clerk	Financial Specialist.0745.001100.	15923	\$49,135.76	\$2,948.15	6.00	\$52,083.91	-	MERIT	10-Nov-23
Emergency Medical Services	EMS Paramedic.0850.001100.	16278	\$44,491.20	\$1,779.65	4.00	\$46,270.85	-	MERIT	10-Nov-23
Fleet Services	Shop Supervisor.0930.001100.	16688	\$72,335.38	\$2,893.54	4.00	\$75,228.92	-	MERIT	24-Nov-23
Information Systems	IT Manager II.0960.001100.	10471	\$107,969.68	\$485.94	0.00	\$108,455.62	-	MERIT	10-Nov-23
Information Systems	Analyst III.0944.001100.	05361	\$104,710.84	\$209.30	0.00	\$104,920.14	-	MERIT	10-Nov-23
Information Systems	Deputy CIO.0954.001100.	04732	\$150,139.34	\$525.46	0.00	\$150,664.80	-	MERIT	10-Nov-23
Information Systems	IT Director.1756.001100.	04524	\$114,291.58	\$514.28	0.45	\$114,805.86	-	MERIT	10-Nov-23
Information Systems	IT Manager.1757.001100.	12067	\$104,512.20	\$209.04	0.20	\$104,721.24	-	MERIT	10-Nov-23
Information Systems	IT Director.0957.001100.	10409	\$134,895.80	\$202.28	0.15	\$135,098.08	-	MERIT	10-Nov-23
Information Systems	Senior System Support Spec.0963.001100.	11260	\$86,065.98	\$215.28	0.25	\$86,281.26	-	MERIT	10-Nov-23
Information Systems	System Support Specialist.0964.001100.	04201	\$74,536.82	\$186.33	0.25	\$74,723.15	-	MERIT	10-Nov-23
Information Systems	IT Manager.0967.001100.	10352	\$93,989.74	\$328.90	0.35	\$94,318.64	-	MERIT	10-Nov-23
Information Systems	Systems Engineer.0966.001100.	12415	\$86,451.82	\$518.70	0.60	\$86,970.52	-	MERIT	10-Nov-23
Information Systems	Analyst II.0949.001100.	01826	\$86,245.38	\$301.86	0.35	\$86,547.24	-	MERIT	10-Nov-23
Justice of the Peace 4	Court Clerk I.1013.001100.	16438	\$42,003.27	\$1,680.14	4.00	\$43,683.41	-	MERIT	10-Nov-23
Juvenile Grant	Counselor II Grant.1664.001100.	16348	\$60,578.96	\$2,423.20	4.00	\$63,002.16	-	MERIT	10-Nov-23
Juvenile Grant	Juv Facility Super Grant.1099.001100.	16099	\$55,675.61	\$2,227.01	4.00	\$57,902.62	-	MERIT	10-Nov-23
Juvenile Services	Juv Supervision Offcr II.1097.001100.	16258	\$46,360.39	\$1,854.42	4.00	\$48,214.82	-	MERIT	10-Nov-23
Juvenile Services	Juv Probation Officer I.1149.001100.	16157	\$50,593.92	\$2,023.76	4.00	\$52,617.68	-	MERIT	10-Nov-23
PUBLIC SAFETY IT	IT Manager II.0951.001100.	14847	\$99,418.28	\$497.12	0.50	\$99,915.40	-	MERIT	10-Nov-23
PUBLIC SAFETY IT	IT Director.0167.001100.	12158	\$113,249.50	\$339.56	0.30	\$113,589.06	-	MERIT	10-Nov-23
Unified Road Systems	County Engineer.1943.001100.	13767	\$176,506.98	\$6,000.02	3.40	\$182,507.00	-	MERIT	10-Nov-23
Wireless Communication	System Administrator II.0950.001100.	13805	\$78,789.88	\$315.12	0.40	\$79,105.00	-	MERIT	10-Nov-23

entity	fund	dept	object	(TO)	(FROM)
				dr	cr
01	0100	0475	001100	3,889.60	
01	0100	0475	001130		3,889.60
01	0100	0450	001100	2,948.15	
01	0100	0450	001130		2,948.15
01	0100	0540	001100	1,779.65	
01	0100	0540	002010	136.14	
01	0100	0540	002020	285.63	
01	0100	8004	001130		1,779.65
01	0100	8004	002010		136.14
01	0100	8004	002020		285.63
01	0882	0882	001100	2,893.54	
01	0882	0882	001130		2,893.54
01	0100	0503	001100	3,697.37	
01	0100	0503	002010	282.85	
01	0100	0503	002020	593.43	
01	0100	0523	001100	836.68	
01	0100	0523	002010	64.01	
01	0100	0523	002020	134.29	
01	0100	0587	001100	315.12	
01	0100	0587	002010	24.11	
01	0100	0587	002020	50.58	
01	0100	8008	001130		4,849.17
01	0100	8008	002010		370.97
01	0100	8008	002020		778.30
01	0100	0454	001100	1,680.14	
01	0100	0454	001130		1,680.14
01	0100	0576	001100	8,528.39	
01	0100	0576	001130		8,528.39
01	0200	0210	001100	6,000.02	
01	0200	0210	001130		6,000.02

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0541 Emergency Management	0775	VACANT	N/A	N/A	\$92,730.01	\$88,097.95	\$4,632.06	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0775 to PCN 2113	11/10/2023
0541 Emergency Management	2113	VACANT	N/A	N/A	\$71,466.24	\$76,098.30	N/A	\$4,632.06	Reclass: Title Change-from Hazard Mitigation Specialist (B.30) to Emergency Management Specialist (B.30). Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0775 to 2113	11/10/2023
0560 Sheriff's Office	1348	16494	\$69,070.64	\$69,070.64	\$84,099.65	\$69,573.50	\$14,526.15	N/A	Reallocation of position budget to facilitate annual grade-step increase and/or promotions as allowed by policy; surplus salary from PCN 1348 to PCNs 1865, 1326, & 2136.	11/10/2023
0560 Sheriff's Office	1865	16473	\$69,070.64	\$71,833.47	\$69,070.64	\$71,833.47	N/A	\$2,762.83	Reallocation of position budget to facilitate annual grade-step increase and/or promotions as allowed by policy; surplus salary from PCN 1348 to PCNs 1865, 1326, & 2136.	11/10/2023
0560 Sheriff's Office	1326	VACANT	N/A	N/A	\$79,248.98	\$80,833.96	N/A	\$1,584.98	Reallocation of position budget to facilitate annual grade-step increase and/or promotions as allowed by policy; surplus salary from PCN 1348 to PCNs 1865, 1326, & 2136.	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0560 Sheriff's Office	2136	VACANT	N/A	N/A	\$69,070.64	\$79,248.98	N/A	\$10,178.34	Reallocation of position budget to facilitate annual grade-step increase and/or promotions as allowed by policy; surplus salary from PCN 1348 to PCNs 1865, 1326, & 2136.	11/10/2023
0560 Sheriff's Office	1867	16495	\$80,833.96	\$80,833.96	\$89,247.22	\$80,833.96	\$8,413.26	N/A	Reallocation of position budget to facilitate promotion promotion at appropriate grade step; surplus salary from PCNs 1867 & 1404 to PCN 2137	11/10/2023
0560 Sheriff's Office	1404	13342	\$103,511.27	\$103,511.27	\$112,043.92	\$107,077.18	\$4,966.74	N/A	Reallocation of position budget to facilitate promotion promotion at appropriate grade step; surplus salary from PCNs 1867 & 1404 to PCN 2137	11/10/2023
0560 Sheriff's Office	2137	VACANT	N/A	N/A	\$69,070.64	\$82,450.64	N/A	\$13,380.00	Reallocation of position budget to facilitate promotion promotion at appropriate grade step; surplus salary from PCNs 1867 & 1404 to PCN 2137	11/10/2023
0570 Corrections	0453	16547	\$51,000.00	\$51,000.00	\$71,948.60	\$62,719.20	\$6,548.40	N/A	Reallocation of position budget to facilitate annual grade-step increase as allowed by policy. Surplus salary from PCN 0453 to PCN 0402, 0463, 0436	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0570 Corrections	0402	16474	\$54,570.00	\$56,752.80	\$54,570.00	\$56,752.80	N/A	\$2,182.80	Reallocation of position budget to facilitate annual grade-step increase as allowed by policy. Surplus salary from PCN 0453 to PCN 0402, 0463, 0436	11/10/2023
0570 Corrections	0463	16475	\$54,570.00	\$56,752.80	\$54,570.00	\$56,752.80	N/A	\$2,182.80	Reallocation of position budget to facilitate annual grade-step increase as allowed by policy. Surplus salary from PCN 0453 to PCN 0402, 0463, 0436	11/10/2023
0570 Corrections	0436	16476	\$54,570.00	\$56,752.80	\$54,570.00	\$56,752.80	N/A	\$2,182.80	Reallocation of position budget to facilitate annual grade-step increase as allowed by policy. Surplus salary from PCN 0453 to PCN 0402, 0463, 0436	11/10/2023
0570 Corrections	0504	16550	\$51,000.00	\$51,000.00	\$71,948.60	\$54,002.36	\$17,946.24	N/A	Reallocation of position budget to facilitate promotion at appropriate grade step. Surplus salary from PCN 0504 to PCN 0403	11/10/2023
0570 Corrections	0403	VACANT	N/A	N/A	\$67,025.06	\$84,971.30	N/A	\$17,946.24	Reallocation of position budget to facilitate promotion at appropriate grade step. Surplus salary from PCN 0504 to PCN 0403	11/10/2023
0210 Unified Road Systems	1610	16541	N/A	N/A	\$43,078.35	\$42,000.00	\$1,078.35	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1610 & 1521 to PCN 1573	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1521	16478	N/A	N/A	\$42,260.68	\$42,236.69	\$23.99	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1610 & 1521 to PCN 1573	11/10/2023
0210 Unified Road Systems	1573	VACANT	N/A	N/A	\$55,386.02	\$56,488.36	N/A	\$1,102.34	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1610 & 1521 to PCN 1573	11/10/2023
0210 Unified Road Systems	1578	VACANT	N/A	N/A	\$52,112.36	\$48,046.95	\$4,065.41	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1578 to PCN 1998	11/10/2023
0210 Unified Road Systems	1998	VACANT	N/A	N/A	\$51,611.59	\$55,677.00	N/A	\$4,065.41	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1578 to PCN 1998	11/10/2023
0210 Unified Road Systems	1532	16522	N/A	N/A	\$42,967.53	\$42,389.53	\$578.00	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1532 to PCN 2059	11/10/2023
0210 Unified Road Systems	2059	VACANT	N/A	N/A	\$51,100.00	\$51,678.00	N/A	\$578.00	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1532 to PCN 2059	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1585	15533	N/A	N/A	\$57,336.97	\$54,499.99	\$2,836.98	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1585 & 1532 to PCN 1996	11/10/2023
0210 Unified Road Systems	1532	16522	N/A	N/A	\$42,389.53	\$42,133.85	\$255.68	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1585 & 1532 to PCN 1996	11/10/2023
0210 Unified Road Systems	1996	VACANT	N/A	N/A	\$39,907.34	\$43,000.00	N/A	\$3,092.66	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1585 & 1532 to PCN 1996	11/10/2023
0210 Unified Road Systems	1563	16574	N/A	N/A	\$44,101.45	\$42,031.62	\$2,069.83	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1563 to PCN 2131	11/10/2023
0210 Unified Road Systems	2131	VACANT	N/A	N/A	\$45,736.17	\$47,806.00	N/A	\$2,069.83	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1563 to PCN 2131	11/10/2023
0210 Unified Road Systems	1564	16752	N/A	N/A	\$43,483.17	\$43,019.34	\$463.83	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1564 to PCN 2132	11/10/2023
0210 Unified Road Systems	2132	VACANT	N/A	N/A	\$45,736.17	\$46,200.00	N/A	\$463.83	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1564 to PCN 2132	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1603	02877	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change Only-Safety Training Coordinator I (B.28) to Safety Training Coordinator II (B.30), no fiscal impact	11/10/2023
0882 Fleet Services	0922	12391	N/A	N/A	\$61,640.40	\$60,898.85	\$741.55	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0922 and 0925 to PCN 0920	11/10/2023
0882 Fleet Services	0925	13576	N/A	N/A	\$58,257.45	\$51,162.13	\$7,095.32	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0922 and 0925 to PCN 0920	11/10/2023
0882 Fleet Services	0920	VACANT	N/A	N/A	\$59,967.57	\$67,804.44	N/A	\$7,836.87	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0922 and 0925 to PCN 0920	11/10/2023
0882 Fleet Services	0919	16552	N/A	N/A	\$50,650.56	\$48,751.56	\$1,899.00	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0919 and 0922 to PCN 0924	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0882 Fleet Services	0922	12391	N/A	N/A	\$60,898.85	\$60,528.69	\$370.16	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0919 and 0922 to PCN 0924	11/10/2023
0882 Fleet Services	0924	VACANT	N/A	N/A	\$61,814.04	\$64,083.20	N/A	\$2,269.16	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0919 and 0922 to PCN 0924	11/10/2023
0882 Fleet Services	0922	12391	N/A	N/A	\$60,528.69	\$55,978.69	\$4,550.00	N/A	Reallocation of position budget to facilitate reclass of PCN 0926 as allowed by policy. Surplus salary from PCN 0922 to PCN 0926.	11/10/2023
0882 Fleet Services	0926	3980	\$69,842.82	\$74,392.82	\$69,842.83	\$74,392.83	N/A	\$4,550.00	Reclass: Title and Grade Change from Service Tech II (B.23) to Senior Service Tech (B. 25) Reallocation of position budget to facilitate reclass of PCN 0926 as allowed by policy. Surplus salary from PCN 0922 to PCN 0926.	11/10/2023
0499 Tax Assessor	1432	13504	N/A	N/A	\$97,730.40	\$92,967.24	\$4,763.16	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1432 to PCN 1458.	11/10/2023
0499 Tax Assessor	1458	VACANT	N/A	N/A	\$57,562.07	\$62,325.23	N/A	\$4,763.16	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1432 to PCN 1458.	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0499 Tax Assessor	1432	13504	N/A	N/A	\$92,967.24	\$90,075.07	\$2,892.17		Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1432 to PCN 1446.	11/10/2023
0499 Tax Assessor	1446	VACANT	N/A	N/A	\$42,348.30	\$45,240.47	N/A	\$2,892.17	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1432 to PCN 1446.	11/10/2023
0540 EMS	0826	VACANT	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change Only-EMS Paramedic (B.22) to Emergency Medical Technician (B.18), no fiscal impact	11/10/2023
0540 EMS	0853	VACANT	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change Only-EMS Paramedic (B.22) to Emergency Medical Technician (B.18), no fiscal impact	11/10/2023
0540 EMS	0860	VACANT	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change Only-EMS Paramedic (B.22) to Emergency Medical Technician (B.18), no fiscal impact	11/10/2023
0509 Facilities Management	0233	VACANT	N/A	N/A	\$49,078.93	\$44,483.74	\$4,595.19	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0233 to PCNs 0232, 0238, 0246	11/10/2023
0509 Facilities Management	0232	VACANT	N/A	N/A	\$50,169.13	\$51,162.13	N/A	\$993.00	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0233 to PCNs 0232, 0238, 0246	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0509 Facilities Management	0238	VACANT	N/A	N/A	\$41,374.32	\$44,141.70	N/A	\$2,767.38	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0233 to PCNs 0232, 0238, 0246	11/10/2023
0509 Facilities Management	0246	VACANT	N/A	N/A	\$47,865.75	\$48,700.56	N/A	\$834.81	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0233 to PCNs 0232, 0238, 0246	11/10/2023
0509 Facilities Management	0226	VACANT	N/A	N/A	\$54,721.45	\$51,651.49	\$3,069.96	N/A	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCN 0226 to 0241	11/10/2023
0509 Facilities Management	0241	VACANT	N/A	N/A	\$41,071.74	\$44,141.70	N/A	\$3,069.96	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCN 0226 to 0241	11/10/2023
0475-County Attorney	2105	VACANT	N/A	N/A	\$53,049.93	\$51,500.00	\$1,549.93	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023
0475-County Attorney	0042	16535	\$102,325.08	\$102,325.08	\$103,141.05	\$103,112.04	\$29.01	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0475-County Attorney	0040	15991	\$88,242.70	\$88,242.70	\$99,174.14	\$88,242.70	\$10,931.44	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023
0475-County Attorney	0026	14720	\$49,120.30	\$51,500.00	\$49,120.30	\$51,500.00	N/A	\$2,379.70	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023
0475-County Attorney	0013	16356	\$49,120.30	\$51,500.00	\$49,120.30	\$51,500.00	N/A	\$2,379.70	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023
0475-County Attorney	0012	15990	\$49,120.30	\$51,500.00	\$49,120.30	\$51,500.00	N/A	\$2,379.70	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023
0475-County Attorney	2107	VACANT	\$82,871.29	\$88,242.57	\$82,871.29	\$88,242.57	N/A	\$5,371.28	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 2105, 0040, 0042 to PCNs 0026, 0013, 0012, 2107	11/10/2023
0495-Auditor	2097	VACANT	N/A	N/A	\$71,466.24	\$86,197.54	N/A	\$14,731.30	Reallocation of position budget to facilitate recruitment as allowed by policy. Surplus salary to PCN 2097 from PCN 0641	11/10/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0495-Auditor	0641	10279	\$122,439.98	N/A	\$137,615.40	\$122,884.10	\$14,731.30	N/A	Reallocation of position budget to facilitate recruitment as allowed by policy. Surplus salary to PCN 2097 from PCN 0641	11/10/2023
0440-District Attorney	1797	14384	\$57,081.56	\$54,895.01	\$57,081.57	\$54,895.01	\$2,186.56	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary to PCN 1797 from PCN 00915	11/10/2023
0440-District Attorney	0915	14081	\$54,895.01	\$57,081.57	\$54,895.01	\$57,081.57	N/A	\$2,186.56	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary to PCN 1797 from PCN 00915	11/10/2023

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 11/07/2023

Accept Donations

**Submitted By:** Rachel Rull, Commissioner Pct. #3

**Department:** Historical Commission

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of a donation of \$1529.28 to the Williamson County Historical Commission from various community members to be used for cemetery restoration purposes (Pursuant to Tex. Loc. Gov't Code § 81.032).

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 11:17 AM

Started On: 11/02/2023 10:59 AM

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 11/07/2023

Assets for Auction Monthly Report 11.7.2023

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 10/01/2023 through 10/31/2023.

**Background**

Please see the attached list for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Auction Monthly Report 10.31.23

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/27/2023

**Reviewed By**

Becky Pruitt

**Date**

10/27/2023 02:31 PM

Started On: 10/23/2023 01:02 PM

"October 2023

Monthly Report

Court Date:

11/7/2023

**Williamson County - Assets for Auction**

Agenda #:

32910

Item	Serial Number	Quantity	Department
Tall file cabinet		1	26th District
Dell Laptop		1	26th District
Dell Laptop	42144455449	1	26th District
White Boards		2	26th District
Office Desk, 2 drawer, oak color		1	Constable 2
Datastroyer 702CC	297E34.00167.R05	1	Constable 4
Instructor podium with wheels		1	Constable 4
National Public Seating Model 9264-BT blue chairs		19	Constable 4
Small round side table		1	Constable 4
Desk		1	County Attorney
Return w/ credenza		1	County Attorney
burgundy guest chairs		2	County Attorney
blue guest chair		1	County Attorney
Desk		1	County Attorney
Dest Return		1	County Attorney
Dell Optiplex Desktop PC	See List	12	County Clerk
HP Photosmart 7760 Printer	MY53B2M20Q	1	County Clerk
Dell 2001FP Monitor	CN-0C0646-46633-4B9-17UL	1	County Clerk
Blue Plastic Chairs		8	County Clerk
Burgundy cloth chairs		5	County Clerk
Burgundy cloth chairs		4	County Clerk
Light blue chair		2	County Clerk
Other chairs		7	County Clerk
Extension cords		230	Elections
Flat Storage protectors		12	Elections
two black computer desks		2	Emergency Med Services
one desk w/metal legs		1	Emergency Med Services
one desk with drawers		1	Emergency Med Services
Panasonic Toughbook	HZMT-9ATTC04464	1	HazMat
Dell Latitude 5501	FCKR533	1	Health District - State Purchased
Dell Precision 3551		1	Health District - State Purchased
Dell Optiplex 7050	J3XQGL2	1	Health District - State Purchased
Dell Precision 3630	D07J243	1	Health District - State Purchased
Epson SureColor P8000	VMFE001207	1	Health District - State Purchased
Dell Monitors		6	Health District - State Purchased
Dell Latitude 5590	J849NV2	1	Health District - State Purchased
Dell Latitude 5590	GLSCNV2	1	Health District - State Purchased
Dell Latitude	G49T433	1	Health District - State Purchased
Dell 24: U2412Mb monitor	OYMYH1	1	Information Systems
Dell Latitude 5289 Wilco 16033	8mcpnt2	1	Information Systems
Dell Latitude 5420 Wilco 16033	J31FFB3	1	Information Systems
Dell dock w/monitor stand DS1000	CNOKGF9W12963784GG5PA03	1	Information Systems
Dell Precision 3551 Wilco 16759	J2J1453	1	Information Systems
Dell WYSE 5040 W11B All-In-One	See List	11	Information Systems
Dell WYSE 5010 Dx0D	See List	16	Information Systems
Dell Precision 3551 Wilco 16758	BKCZ353	1	Information Systems
Dell Precision 3541 Wilco 16566	4F76X33	1	Information Systems
Black desk chair		1	JP 4
Red chair		1	JP 4
printer - JP color Laser Jet Enterprise M553	JPCCL7NoDH	1	JP 4
File Cabinet		1	Juvenile Services
Dell Optiplex 7440 AIO	H4SY902, 95JLB02	2	Juvenile Services
Dell Optiplex 7460 AIO	F48DS2	1	Juvenile Services
Dell Latitude 5570	9BY2VF2	1	Juvenile Services
Dell Latitude 5590	see list	4	Juvenile Services
Espon PowerLite 50c Projector w/bag	CWJ01Z2489K	1	Juvenile Services
Pedigo Midical/Autopsy Cart		1	Juvenile Services
Dell Optiplex 7440	See List	5	Juvenile Services
Samsung TV UN85AU8000FXZA	OBRY3CAT701448Z	1	Juvenile Services
Lexmark T650 Printer	793YWLO	1	Juvenile Services
Dell 2350dn Printer	7KL7GN1	1	Juvenile Services

Sceptre TV 42"	KNTV53PB	1	Juvenile Services
Dell Optiplex 7440 AIO	GT93C02	1	Juvenile Services
Dell Latitude E5540	CPHHM32	1	Juvenile Services
Dell Latitude 5501 Wilco 13338	C54KM33	1	Parks
Misc. Scrap Metal		1800	Parks
Dec. 2013 Dell Monitor	CN06JX4Y641803C900CL	1	Parks
Dell Monitor	OC182J744594AAKWS	1	Parks
Dell Optiplex Modem	B507F42	1	Parks
X26 Safariland and Blade Tech holsters	6312-64	143	Sheriff's Office
Chain saw	282672926	1	Unified Road Systems
Pole Saw	291333789	1	Unified Road Systems
Chain saw	273901194	1	Unified Road Systems
Chain saw	296773849	1	Unified Road Systems
Hand held blower	P42914007927	1	Unified Road Systems
Hand held blower	P09112020953	1	Unified Road Systems
Hand held blower	P42914046961	1	Unified Road Systems
Computer monitors		2	Veteran Services
Rolling computer chairs		2	Veteran Services
Laptop travel bag		1	Veteran Services
Dell projector		1	Veteran Services
Dell D11S	DMJ6FW2	1	Wireless Communications
Dell D11S	CTJHXT2	1	Wireless Communications
Dell D11S	DMJ27X2	1	Wireless Communications
HP VCVRA 1212	CN45QIJ00Z	1	Wireless Communications
Dell Flat Panel Monitor - P2219H	CN-0V7JP5-QDC0093H-63KI-A03	2	Wireless Communications
Dell Monitor - P2014H	CN-OND6NC-74445-62J-050L-A01	1	Wireless Communications
General Dynamics Oscilloscope	R2625C8DO1010000	1	Wireless Communications
Tower Beacon L864 - FH3610-2	122134392	2	Wireless Communications
Tower Strobe Controller - PC311-5LL	324240	5	Wireless Communications

# Asset Status Change

Title:	i:0#.f membership dlewis@wilco.org - 04-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop
1. Manufacturer ID #:	Dell
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	512-943-1226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Debbie Lewis 10/4/2023 11:20 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership dlewis@wilco.org - 02-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Tall File Cabinet
1. Manufacturer ID #:	Anderson Mickey Co.
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	512-943-1226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Debbie Lewis 10/2/2023 12:25 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership dlewis@wilco.org - 04-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop - Serial No. 42144455449
1. Manufacturer ID #:	Dell
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	White Boards
3. Manufacturer ID #:	unknown
3. Condition of Assets:	Working
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	512-943-1226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Debbie Lewis 10/4/2023 11:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership wbeechinor@wilco.org - 27-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Office Desk, 2 drawer, oak color
1. Manufacturer ID #:	None visible
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	Wade Fowler
Transferring Dept. Contact Ph#:	5126738041
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> William Beechinor 9/27/2023 1:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	9/28/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership brian.olson@wilco.org - 02-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Datastroyer 702CC
1. Manufacturer ID #:	297E34.00167.R05
1. Oracle Asset #:	254646
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Brian Olson 10/2/2023 5:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership brian.olson@wilco.org - 05-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Instructor podium with wheels
1. Manufacturer ID #:	Unknown
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	19
2. Description:	National Public Seating Model 9264-BT Blue Chairs
2. Manufacturer ID #:	Unknown
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Small Round Side Table
3. Manufacturer ID #:	Unknown
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Brian Olson 10/5/2023 9:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/9/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership s lloyd@wilco.org - 16-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Return w/credenza
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Stephanie Lloyd 10/16/2023 9:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/16/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership s lloyd@wilco.org - 19-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	burgundy guest chair
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	blue guest chair
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Desk
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Desk Return
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Stephanie Lloyd 10/19/2023 8:06 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership bweems@wilco.org - 04-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Dell Optiplex Desktop PC
1. Manufacturer ID #:	B8YTJK2 H0GBLR2 H0PJLR2 H0F9LR2 GM0Z2W2 H0DBLR2 JV6CCY1 H0N9LR2 H0P9LR2 8C4BX52 58HKWK2 H0QFLR2
1. Oracle Asset #:	200737, 214986, 214987, 214983, 221107, 214980, 77238, 214985, 214981, 146450, 200806, 214984
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	1
2. Description:	HP Photosmart 7760 Printer
2. Manufacturer ID #:	MY53B2M20Q
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell 2001FP Monitor
3. Manufacturer ID #:	CN-0C0646-46633-4B9-17UL
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	County Clerk
Transferring Dept. Contact Person	Bradley Weems
Transferring Dept. Contact Ph#:	512-943-1151
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Nancy E. Rister 10/11/2023 3:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/12/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership bill.fairbrother@wilco.org - 02-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Blue Plastic Chairs
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	5
2. Description:	Burgundy cloth chairs
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	Burgundy cloth chairs
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Light blue chair
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	7
5. Description	Other chairs
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	County Clerk
Transferring Dept. Contact Person	Bradley Weems
Transferring Dept. Contact Ph#:	3-1151
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Nancy E. Rister 10/11/2023 3:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/12/2023

# Asset Status Change

Title:	i:0#.f membership judith.ritchie@wilco.org - 09-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	230
1. Description:	Extension cords
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	12
2. Description:	Flat Surge Protectors
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Judith Ritchie
Transferring Dept. Contact Ph#:	31569
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Judith Ritchie 10/9/2023 10:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/9/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 29-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	two black computer desks
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	1
2. Description:	one desk w/ metal legs
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	one desk with drawers
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	jessica.toothman@wil
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 9/29/2023 1:19 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership david.cella@wilco.org - 22-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook
1. Manufacturer ID #:	HZMT-9ATTC04464
1. Oracle Asset #:	219067
1. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Hank Jones 10/12/2023 8:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership stacy.schweitzer@wilco.org - 02-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE 5501
1. Manufacturer ID #:	FCKR533
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	1
2. Description:	DELL PRECISION 3551
2. Manufacturer ID #:	NOT READABLE
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7050
3. Manufacturer ID #:	J3XQGL2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL PRECISION 3630
4. Manufacturer ID #:	D07J243
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Michelle Broddrick 10/2/2023 9:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/3/2023

# Asset Status Change

Title:	i:0#.f membership stacy.schweitzer@wilco.org - 02-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Epson SureColor P8000
1. Manufacturer ID #:	Serial number VMFE001207
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	6
2. Description:	Dell Monitors
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5590
3. Manufacturer ID #:	J849NV2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5590
4. Manufacturer ID #:	GLSCNV2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude
5. Manufacturer ID #	G49T433
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Michelle Broddrick 10/2/2023 9:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept.	


# Asset Status Change

Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/3/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 04-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	Dell WYSE 5040 W11B All-In_One
1. Manufacturer ID #:	see attached list
1. Oracle Asset #:	196680, 196681, 196682, 196683, 196684, 196685, 196686, 196687, 196688, 196689, 196691
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	16
2. Description:	Dell WYSE 5010 Dx0D
2. Manufacturer ID #:	See attached list
2. Oracle Asset #:	146358, 146359, 146362, 146365, 146366, 146370, 146371, 146372, 146373, 146374, 146379, 146381, 146382, 146386, 146387
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Schultz 10/4/2023 11:01 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 03-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 24" U2412Mb monitor
1. Manufacturer ID #:	OYMYH1
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	1
2. Description:	Dell Latitude 5289 Wilco #16033
2. Manufacturer ID #:	8mcpn2
2. Oracle Asset #:	208839
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5420 Wilco #16033
3. Manufacturer ID #:	J31FFB3
3. Oracle Asset #:	254599
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell Dock w/monitor stand DS1000
4. Manufacturer ID #:	CN0KGF9W12963784GG5PA03
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Precision 3551 Wilco #16759
5. Manufacturer ID #	J2J1453
5. Oracle Asset #	242482
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Julie Schultz 10/4/2023 11:01 AM

# Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 06-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision 3541 Wilco #16566
1. Manufacturer ID #:	4F76X33
1. Oracle Asset #:	241473
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Schultz 10/6/2023 8:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/6/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 12-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision 3551 Wilco #16758
1. Manufacturer ID #:	BKCZ353
1. Oracle Asset #:	242481
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Julie Schultz 10/12/2023 10:26 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/13/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership vbolander@wilco.org - 25-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black desk chair
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Red chair
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Veronica Bolander
Transferring Dept. Contact Ph#:	512-352-4106
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Veronica Bolander 9/25/2023 10:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	9/25/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership vbolander@wilco.org - 25-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	printer-HP Color Laser Jet Enterprise M553
1. Manufacturer ID #:	S/N JPCCL7N0DH
1. Oracle Asset #:	211958
1. Condition of Assets:	Unknown
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Veronica Bolander
Transferring Dept. Contact Ph#:	512-352-4106
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Veronica Bolander 9/25/2023 10:25 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	9/25/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 25-08-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Pedigo Medical/Autopsy Cart
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	5129431960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 10/19/2023 10:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 14-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Optiplex 7440
1. Manufacturer ID #:	65SY902; 38SY902; 84SY902; 16SY902; 57SY902
1. Oracle Asset #:	146403, 146398, 146406, 146395, 146402
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	1
2. Description:	Samsung TV UN85AU8000FXZA
2. Manufacturer ID #:	0BRY3CAT701448Z
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	5129431960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 10/19/2023 10:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 16-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Lexmark T650 Printer
1. Manufacturer ID #:	793YWL0
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	1
2. Description:	Dell 2350dn Printer
2. Manufacturer ID #:	7KL7GN1
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Sceptre TV 42"
3. Manufacturer ID #:	KNTV53PB
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7440 AIO
4. Manufacturer ID #:	GT93C02
4. Oracle Asset #:	207839
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E5540
5. Manufacturer ID #	CPHHM32
5. Oracle Asset #	119392
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 10/19/2023 10:08 AM


# Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership kendra.spears@wilco.org - 20-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Kendra Spears
Transferring Dept. Contact Ph#:	512-260-4230
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Denise Carlson 10/2/2023 8:31 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 25-08-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Optiplex 7440 AIO
1. Manufacturer ID #:	H4SY902; 95JLB02
1. Oracle Asset #:	146396, 182612
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7460 AIO
2. Manufacturer ID #:	F48DS2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5570
3. Manufacturer ID #:	9BY2VF2
3. Oracle Asset #:	182623
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	Dell Latitude 5590
4. Manufacturer ID #:	BHFWMQ2; 7KFWMQ2; BD2WMQ2; FLQVMQ2
4. Oracle Asset #:	216045, 216043, 216044, 216048
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Epson PowerLite 50c Projector w/Bag
5. Manufacturer ID #	CWJ01Z2489K
5. Oracle Asset #	33977
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	5129431960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 John Pelczar 10/19/2023 10:09 AM

# Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 11-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Wilco #13338
1. Manufacturer ID #:	C54KM33
1. Oracle Asset #:	248487
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Russell Fishbeck 10/12/2023 12:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/13/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership jason.brown@wilco.org - 12-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1,800
1. Description:	Misc. Scrap Metal
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Jason Brown
Transferring Dept. Contact Ph#:	580-512-4118
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Jason Brown 10/12/2023 9:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership catherine.dodd@wilco.org - 12-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dec. 2013 Dell Monitor
1. Manufacturer ID #:	CN06JX4Y641803C900CL
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	0C182J7444594AAKWS
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex Modem
3. Manufacturer ID #:	B507F42
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Catherine Dodd
Transferring Dept. Contact Ph#:	catherine.dodd@wilco
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Jason Brown 10/12/2023 9:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/12/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 04-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	143
1. Description:	X26 Safariland and Blade Tech holsters
1. Manufacturer ID #:	6312-64
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 10/4/2023 9:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/4/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership hklus@wilco.org - 09-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Chain Saw
1. Manufacturer ID #:	282672926
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Pole Saw
2. Manufacturer ID #:	291333789
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Chain Saw
3. Manufacturer ID #:	273901194
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Chain Saw
4. Manufacturer ID #:	296773849
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Kelly J. Murphy 10/10/2023 11:30 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/11/2023

# Asset Status Change

Title:	i:0#.f membership hklaus@wilco.org - 09-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Hand Held Blower
1. Manufacturer ID #:	P42914007927
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory):::	1
2. Description:	Hand Held Blower
2. Manufacturer ID #:	P09112020953
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Hand Held Blower
3. Manufacturer ID #:	P42914046961
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	5129433331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Kelly J. Murphy 10/10/2023 11:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/11/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership misty.cordero-pierce@wilco.org - 29-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Computer monitors
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Rolling computer chairs
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Laptop travel bag
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Misty Cordero-Pierce
Transferring Dept. Contact Ph#:	5129431900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Misty Cordero-Pierce 9/29/2023 2:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership misty.cordero-pierce@wilco.org - 04-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	dell projector
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Misty Cordero-Pierce
Transferring Dept. Contact Ph#:	5129431900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Misty Cordero-Pierce 10/4/2023 10:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/9/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership eric.richardson@wilco.org - 15-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Flat Panel Monitor - P2219H
1. Manufacturer ID #:	CN-0V7JP5-QDC00-93H-63KI-A03
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	1
2. Description:	Dell Monitor - P2014H
2. Manufacturer ID #:	CN-OND6NC-74445-62J-050L-A01
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Eric Richardson
Transferring Dept. Contact Ph#:	512-943-1750
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Thomas Piche 10/11/2023 10:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/11/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership eric.richardson@wilco.org - 15-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	General Dynamics Oscilloscope
1. Manufacturer ID #:	R2625C8DO1010000
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	2
2. Description:	Tower Beacon L864 - FH3610-2
2. Manufacturer ID #:	122134392
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	5
3. Description:	Tower Strobe Controller - PC311-5LL
3. Manufacturer ID #:	0000324240
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Eric Richardson
Transferring Dept. Contact Ph#:	512-943-1750
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Thomas Piche 10/11/2023 10:54 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/11/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership eric.richardson@wilco.org - 24-08-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell - D11S
1. Manufacturer ID #:	DMJ6FW2
1. Oracle Asset #:	224195
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell - D11S
2. Manufacturer ID #:	CTJHXT2
2. Oracle Asset #:	220044
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell - D11S
3. Manufacturer ID #:	DMJ27X2
3. Oracle Asset #:	224196
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP - VCVRA-1212
4. Manufacturer ID #:	CN45QIJ00Z
4. Oracle Asset #:	113244
4. Condition of Assets:	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Thomas Piche
Transferring Dept. Contact Ph#:	512.943.3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Thomas Piche 10/11/2023 10:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	11/7/2023
Asset(s) delivered to warehouse on:	10/11/2023

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 11/07/2023

Assets for Destruction Monthly Report 11.7.2023

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 10/01/2023 through 10/31/2023.

**Background**

Please see the attached list for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Destruction Monthly Report 10.31.23

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/27/2023

**Reviewed By**

Becky Pruitt

**Date**

10/27/2023 02:31 PM

Started On: 10/23/2023 01:03 PM

"October 2023

Monthly Report

Court Date:

11/7/2023

**Williamson County - Assets for Destruction**

Agenda #:

32911

Item	Serial Number	Quantity	Department
refrigerator		1	CSCD - State Purchased
CDM1250-AAM25SKD9PW2AN	103TFUK287	1	Wireless Communications
CDM1250-AAM25SKD9PAA2AN	TBW3852	1	Wireless Communications
CDM1250-AAM25SHD9AA2AN	103TLS2009	1	Wireless Communications
XTL2500-M21KSM9PW1AN	518CGH0852	1	Wireless Communications
XTL2500-M21KSM9PW1AN	512CGH0852	1	Wireless Communications
XTL2500-M21KSM9PW1AN	518CGH0377	1	Wireless Communications
XTL5000-M20QSS9PW1AN	585CFX3504	1	Wireless Communications
XTL2500-M21KSM9PW1AN	518CGH0379	1	Wireless Communications

# Asset Status Change

Title:	i:0#.f membership jennifer.nelson@wilco.org - 14-07-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	refrigerator
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	512-943-3504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Melissa Ramos 10/4/2023 2:48 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Destruction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership eric.richardson@wilco.org - 24-08-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	CDM1250 - AAM25SKD9PW2AN
1. Manufacturer ID #:	103TFUK287
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	1
2. Description:	CDM1250 - AAM25SKD9PAA2AN
2. Manufacturer ID #:	TBW3852
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	CDM1250 - AAM25SHD9AA2AN
3. Manufacturer ID #:	103TLS2009
3. Oracle Asset #:	55503
3. Condition of Assets:	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Thomas Piche
Transferring Dept. Contact Ph#:	512.943.3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Thomas Piche 10/11/2023 10:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Destruction
Court Date:	11/7/2023

# Asset Status Change

Title:	i:0#.f membership eric.richardson@wilco.org - 24-08-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	XTL2500 - M21KSM9PW1AN
1. Manufacturer ID #:	518CGH0852
1. Oracle Asset #:	47727
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	1
2. Description:	XTL2500 - M21KSM9PW1AN
2. Manufacturer ID #:	512CGH0852
2. Oracle Asset #:	47717
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	XTL2500 - M21KSM9PW1AN
3. Manufacturer ID #:	518CGH0377
3. Oracle Asset #:	44712
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	XTL5000 - M20QSS9PW1AN
4. Manufacturer ID #:	585CFX3504
4. Oracle Asset #:	42113
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	XTL2500 - M21KSM9PW1AN
5. Manufacturer ID #	518CGH0379
5. Oracle Asset #	47714
5. Condition of Assets	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Thomas Piche
Transferring Dept. Contact Ph#:	512.943.3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Thomas Piche 10/11/2023 10:56 AM

# Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	11/7/2023

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 11/07/2023

Assets for Transfer Monthly Report 11.7.2023

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 10/01/2023 through 10/31/2023.

**Background**

Please see the attached list for details.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Transfer Monthly Report 10.31.23

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/27/2023

**Reviewed By**

Becky Pruitt

**Date**

10/27/2023 02:31 PM

Started On: 10/23/2023 01:03 PM

\*October 2023

Monthly Report

Court Date:

11/7/2023

**Williamson County - Assets for Transfer**

Agenda #:

Item	Serial Number	Quantity	From Department	To Department
Dell Precision 3630	223091	1	911 Communications	Emergency Management
Del IPrecision 3620	210980	1	911 Communications	Emergency Management
Dell 22" Monitor		10	911 Communications	Emergency Management

# Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 04-10-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision 3630
1. Manufacturer ID #:	Oracle # 223091
1. Oracle Asset #:	223091
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Precision 3620
2. Manufacturer ID #:	Oracle # 210980
2. Oracle Asset #:	210980
2. Condition of Assets:	Working
3. Quantity (Mandatory):	10
3. Description:	Dell 22" Monitor
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Kate Wolf 10/5/2023 9:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	3-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input checked="" type="checkbox"/> Shantelle Brannon 10/4/2023 5:16 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	11/7/2023

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 11/07/2023

Assets for Auction

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) Ford Sport Trac Vin #0049, pursuant to Texas Local Government Code 263.152.

**Background**

Please see the attached for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

VSC 2009 Ford Sport Trac 0049

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**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/26/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

10/26/2023 08:34 AM

10/26/2023 08:51 AM

Started On: 10/24/2023 02:31 PM

County VIN/Serial Number	1FMEU33E19UA20049
Make	FORD
License Plate	FHR5015
Year	2009
Model	SPORT TRAC
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB0997
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	
Enter Agenda Date:	11/7/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	0049
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes

Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 10/23/2023 2:41 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 10/24/2023 9:50 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 10/24/2023 11:10 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 10/24/2023 12:26 PM
Purchasing Department Signature	✓ Mary Watson 10/24/2023 2:28 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	57
Version	7.0
Attachments	False
Created	10/23/2023 11:18 AM
Created By	Mark Stevens
Modified	10/24/2023 2:28 PM
Modified By	Mary Watson

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 11/07/2023

Assets for Transfer

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) Chevrolet Tahoe Vin #7082, pursuant to Texas Local Government Code 263.152.

**Background**

Please see the attached for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

VSC Transfer 7082

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**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/01/2023 10:40 PM

11/02/2023 08:54 AM

Started On: 10/30/2023 02:09 PM

County VIN/Serial Number	1GNLC2E08CR297082
Make	Chevrolet
License Plate	
Year	2012
Model	Tahoe
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Pat Erickson
Receiving Department Contact Phone Number	512.943.1316
Department Authorized Signer	Virginia Johnson
Equipment Unit Number	MB 1250
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer to the Sheriffs Office
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	
Enter Agenda Date:	11/7/2023
VSC Review	
Department	341 - Mobile Outreach
Receiving Department	560 - Sheriffs Office
Short VIN	7082
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes

Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Virginia Johnson 10/27/2023 4:27 PM
Receiving Department Signature	✓ Pat Erickson 10/27/2023 4:38 PM
Budget Office Signature Acknowledgement	✓ Ashlie Holladay 10/30/2023 9:47 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 10/30/2023 9:50 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 10/30/2023 11:45 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 10/30/2023 1:08 PM
Purchasing Department Signature	✓ Mary Watson 10/30/2023 2:06 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	58
Version	8.0
Attachments	False
Created	10/27/2023 4:27 PM
Created By	Virginia Johnson
Modified	10/30/2023 2:06 PM
Modified By	Mary Watson

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 11/07/2023

Approval of Purchase and Statement of Work for InSource ServiceNow Support Services with Carahsoft Technology Corp. 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 the Purchase and Statement of Work #202438 between Williamson County and Carahsoft Technology Corp. for InSource ServiceNow Support Services for a total amount of \$18,499.80, pursuant to DIR contract #TSO-4288, and authorize the execution of the purchase.

**Background**

Approval of this item will support Williamson County operations through support of the development of ServiceNow. The InSource ServiceNow Support Services can be used in any Advisory or Enhancement capacity to support Williamson County with the ServiceNow Platform.

InSource will provide, as part of this Support Services Agreement:

- **Support Services** – incident/problem resolution and management support for issues experienced on the ServiceNow platform.
- **Enhancement Services** – technical configuration support for customer or third party led implementation projects to deploy additional ServiceNow application and platform functionality.

The statement of work covers a period of 12 months. Funding source is 01.0100.0503.004100 as per FY24 budget. Department Contact is Michelle Kleen.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Redacted Carahsoft InSource Purchase and SOW

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Misty Brooks  
 Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

11/01/2023 10:31 PM  
 11/02/2023 08:54 AM  
 Started On: 10/27/2023 03:37 PM

CARASOFT 'S RESPONSE TO THE  
**Williamson County**



**ServiceNow Statement of Work**

Carahsoft SOW [REDACTED]

**ServiceNow [Subject]**

Tuesday, October 10, 2023

**servicenow**<sup>™</sup>

CARASOFT TECHNOLOGY CORPORATION

11493 Sunset Hills Rd., Suite 100

RESTON, VA 20190

888.66.CARAH | [WWW.CARASOFT.COM](http://WWW.CARASOFT.COM)

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# 1. Introduction

This Statement of Work (hereinafter referred to as “SOW”) effective as of October 11, 2023 (“Effective Date”), by and between Williamson County (hereinafter “Williamson County”) and Carahsoft (hereinafter “Carahsoft”) each individually a “Party” and collectively the “Parties”, is a binding agreement for Services, provided by InSource, Inc. (hereinafter “InSource”), entered into pursuant to and governed by the terms and conditions of the TX DIR TSO 4288 contract by and between the Parties.

In the event of a conflict or inconsistency between the terms and conditions of the TX DIR contract and this SOW, the terms and conditions of this SOW shall govern.

## 2.

# 3. Service Definition

Williamson County has identified the need to engage ServiceNow resource(s) in support of the development of its ServiceNow instance. The InSource ServiceNow Support Services can be used in any Advisory, Enhancement, capacity to support Williamson County with the ServiceNow Platform

InSource will provide, as part of this Support Services Agreement:

**Support Services** – incident/problem resolution and management support for issues experienced on the ServiceNow platform.

**Enhancement Services** – technical configuration support for customer or third party led implementation projects to deploy additional ServiceNow application and platform functionality.

### 3.1 Support Services

Examples of Support Services Available		
Incident/Problem Resolution	<ul style="list-style-type: none"> <li>Level 2 / Level 3 support for ServiceNow Incident resolution</li> </ul>	<ul style="list-style-type: none"> <li>Level 2 / Level 3 support for ServiceNow Problem resolution and Root Cause Analysis (RCA)</li> </ul>
Incident/Problem Management	<ul style="list-style-type: none"> <li>Interface with ServiceNow support Incident/Problem resolution/reporting</li> </ul>	<ul style="list-style-type: none"> <li>Management of open issues in the ServiceNow HI system</li> </ul>

### 3.2 Enhancement Services

Examples of Enhancement Services Available		
Users, Groups & Role Administration	<ul style="list-style-type: none"> <li>Create/modify users</li> <li>Create/modify groups</li> </ul>	<ul style="list-style-type: none"> <li>Create/modify roles</li> <li>User roles audit reporting</li> </ul>
IT Service Management, IT Operations Management and Platform Applications	<ul style="list-style-type: none"> <li>Personalize forms</li> <li>Personalize lists</li> </ul>	<ul style="list-style-type: none"> <li>Workflows</li> <li>Create/modify filters</li> </ul>
Service Catalog	<ul style="list-style-type: none"> <li>Create/modify catalog item(s)</li> <li>Create/modify approval workflows</li> </ul>	<ul style="list-style-type: none"> <li>Create/modify order guides/bundles</li> </ul>
Knowledge Management	<ul style="list-style-type: none"> <li>Add Knowledge Articles to The Knowledge Base</li> </ul>	<ul style="list-style-type: none"> <li>Import Knowledge Articles</li> </ul>

Importing/Exporting Data	<ul style="list-style-type: none"> <li>Create/modify data imports and transform maps</li> </ul>	<ul style="list-style-type: none"> <li>Import data from standard electronic file formats</li> </ul>
Events & Notifications	<ul style="list-style-type: none"> <li>Create/modify email notifications</li> </ul>	
Business Rules	<ul style="list-style-type: none"> <li>Develop/evaluate/update business rules</li> </ul>	
Workflows	<ul style="list-style-type: none"> <li>Develop/evaluate/update workflows</li> </ul>	
Scripting (JavaScript)	<ul style="list-style-type: none"> <li>Client and server scripting</li> </ul>	
Service Level Agreements (SLA)	<ul style="list-style-type: none"> <li>Create modify SLAs</li> <li>Create/develop/publish SLA reporting</li> </ul>	<ul style="list-style-type: none"> <li>Update workflows to incorporate SLA management</li> </ul>
Email Actions	<ul style="list-style-type: none"> <li>Create inbound email actions</li> </ul>	<ul style="list-style-type: none"> <li>Create outbound email actions</li> </ul>
Reports & Homepages	<ul style="list-style-type: none"> <li>Create/modify reports</li> <li>Create/modify gauges</li> </ul>	<ul style="list-style-type: none"> <li>Create/modify homepages</li> </ul>
User Interface	<ul style="list-style-type: none"> <li>Create/modify Employee Self Service Portal</li> </ul>	<ul style="list-style-type: none"> <li>Create localization</li> <li>Create/modify user interface for ServiceNow platform</li> </ul>
Social	<ul style="list-style-type: none"> <li>Activate/structure LiveFeed</li> </ul>	<ul style="list-style-type: none"> <li>Activate/structure Chat</li> </ul>

### 3.4 Deliverables

InSource will provide the following deliverables to Williamson County.

Deliverables	Frequency	Description
Service Report	On Demand	A listing of all services rendered can be obtained through viewing the cases within Customer Portal on a 24 x 7 x 365 basis.
Hours Balance Report	Weekly	A weekly statement of hours used and hours remaining.

### 3.5 Request Process & Service Level Agreement

The Williamson County Designated Service Contact (the requestor) will submit a request to InSource via our customer portal. Carahsoft/InSource will provide an estimate of the hours required to complete the request within two (2) business days after receiving the request (unless additional discussion with Williamson County is needed to understand the request). Any estimate that is deemed to require more than of 100 hours of work to complete may be excluded from this agreement and separate project SOW will be provided and communicated to Williamson County.

InSource will leverage a combination of Technical Consultants, Solution Analysts and a Service Manager to deliver the Support Services. Any hours performed by these individuals in support of the Williamson County will be deemed billable.

The Williamson County Designated Service Contact will authorize the service(s). InSource will assign the resource(s) and initiates fulfillment of the request.

When the request is ready for Williamson County testing, InSource will notify the Request contact for Williamson County to perform UAT and confirm completion within seven (7) business days.

## 4. Williamson County Requirements

For InSource to successfully complete the requests, Williamson County will:

- Assign and communicate to InSource the names of Designated Service Contacts who will submit requests and authorize work.
- Provide access to production and sub-production ServiceNow instances to InSource consultants.
- Provide the necessary and appropriate resources for InSource to effectively complete Williamson County assigned tasks throughout the duration of the engagement.
- Provide resources to assist with any third-party external systems as it relates to integrations or data migration/import with ServiceNow; InSource will not provide experts or support for third-party systems; when necessary, these resources will support on-going maintenance as described by InSource during Knowledge Transfer.
- Coordinate internal organizational change to prepare impacted user audiences for ServiceNow changes.
- Assign and execute UAT, report defects to InSource for remediation, and retest after remediation; Williamson County is responsible for the creation of test cases as well as training resources in preparation for UAT.

## 5. General Assumptions

The following assumptions were used in developing the terms and fees related to this SOW:

- Service does not include fulfilling lead roles in ServiceNow project-based implementations.
- Services are not available to customers requiring a security clearance without an understanding of the requirements and InSource's agreement.
- Services are provided in English only.
- InSource does not guarantee that certain designated InSource personnel will be assigned to the Williamson County account. InSource may, at any time, subcontract or delegate in any manner any or all of its obligations hereunder to an authorized third party or agent.
- InSource will leverage a combination of Technical Consultants, Solution Analysts and Engagement Management team members to deliver the Support Services.
- Williamson County will obtain the necessary licenses required for the implementation.
- Williamson County will manage co-development during this engagement; Williamson County will manage development performed by all of their ServiceNow partners as well as the Williamson County's own admins/developers. InSource assumes other parties are following best practices for managing and promoting their development and conflicts between parties will not be an issue.
- If during the course of this engagement InSource discovers any configurations or customizations not OOB that impact the completion of a case as estimated, findings and any potential remediation efforts will be estimated and added to the case effort.
- ServiceNow [Domain Separation](#) is not in use and is out of scope.
- InSource will provide services via remote access unless specifically stated otherwise and agreed upon by both parties.
- An estimated 10% of the hours will be used for Case Management activities.
- Cases entered prior to the contract expiration date will be worked to completion to the extent hours are available. However, once the contract expiration date is reached and Williamson County does not respond to a case within 10 business days, the case will be considered cancelled.

## 6. Fees & Payment

### 6.1 Service Subscription

Start Date	On Williamson County Signature Date
End Date	12 Months from Williamson County Signature Date
Total Hours of Service	100
Hourly Rate	\$185.00
Monthly Service Fee	\$1,541.65
Total Service Fee	\$18,499.80

Payment is due within thirty (30) days of invoice receipt. If Williamson County does not question an invoice in writing within thirty (30) days of receipt, it will be considered accurate and acceptable.

Williamson County may carry over up to 20% of the total contracted hours if they are rolled into a new Support Services agreement within 30 days of the contract end date. However, the new agreement must be at least 50% more hours than the amount being rolled over. Any hours not rolled over into a new agreement will be forfeited and invoiced.

If the work required to complete services exceeds the total service agreement above (hours), Carahsoft will communicate the need for additional hours and Carahsoft will request approval of Williamson County to exceed the agreement.

### 6.2 Invoice Submission

Carahsoft will submit invoices to:

Company:	Williamson County
Address:	
Suite/Bldg./etc.:	
City, State, Zip:	
Reference ID:	
Email Invoice To:	

Inquiries from Williamson County to Insource regarding invoices may be directed to:

Name:	Hallie Hardesty
Phone:	571-662-4330

**Email:**

[Hallie.Hardesty@Carahsoft.com](mailto:Hallie.Hardesty@Carahsoft.com)

## 6.5 Designate Service Contacts

**Williamson County must complete the following section.**

Williamson County will assign and communicate to InSource the names of Designated Service Contacts who are authorized to submit and approve a request for service to InSource and will also confirm completion of the request.

Michelle Klein	<a href="mailto:mkleen@wilco.org">mkleen@wilco.org</a>	512-943-1459	
Alison Gleason	<a href="mailto:agleason@wilco.org">agleason@wilco.org</a>	512-943-1100	

# 7. General Provisions

## 7.1 Liability

In no event shall Carahsoft be liable for incidental, special or consequential damages connected with the performance of or breach of this agreement. Carahsoft liability to Williamson County for any cause shall in no event exceed the amount actually paid for the portion of the professional services involved.

## 7.2 Warranties

The express representations and warranties given in this agreement are the only representations or warranties given by InSource with respect to the services and are given in lieu of all other representations and warranties, express or implied, including those of non-infringement, title, merchantability, course of dealing, usage of trade, and fitness for a particular purpose. Williamson County's exclusive remedies and InSource's sole liability for any nonconformity or defect in any service shall be those expressed in this agreement.

## 7.3 Personnel Non-Compete

Neither Williamson County nor Carahsoft may separately retain members of each other's staff during the engagement, nor for a period of one (1) year from the date Carahsoft ceases to provide services without prior written permission from either party.

## 7.4 Validity of SOW

This proposal is valid for a period of thirty (30) days from the SOW delivery date, unless extended by Carahsoft in writing. After thirty (30) days, Carahsoft reserves the right to adjust the fees and time elements of its proposal.

## 7.5 Conflict Resolution

The State of Texas will serve as the state for resolution of conflicts.

Carahsoft SOW [REDACTED]

Authorization and Acceptance

**Williamson County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Carahsoft Technology Corp.**

*Elaine Shadid*  
\_\_\_\_\_  
Signature

Elaine Shadid  
\_\_\_\_\_  
Name

Service Contract Specialist  
\_\_\_\_\_  
Title

10/25/2023  
\_\_\_\_\_  
Date

**GOVERNMENT - PRICE QUOTATION**



**CARASOFT TECHNOLOGY CORP**



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

**TO:** Michelle Kleen  
 Analyst III  
 Williamson County  
 716 S Rock St  
 Georgetown, TX 78626 USA

**FROM:** Hallie Hardesty  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** mkleen@wilco.org  
**PHONE:** (512) 943-1459

**EMAIL:** Hallie.Hardesty@carahsoft.com  
**PHONE:** (571) 662-4330      **FAX:**

**TERMS:** DIR Contract No. DIR-TSO-4288  
 Expiration Date: February 21, 2025  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Texas VID#: 1522189693700  
 Sales Tax May Apply

**QUOTE NO:** [REDACTED]  
**QUOTE DATE:** 10/05/2023  
**QUOTE EXPIRES:** 11/30/2023  
**RFQ NO:**  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$18,499.80

**TOTAL QUOTE:** \$18,499.80

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
<b>MONTH 1</b>						
1	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
<b>MONTH 1 SUBTOTAL:</b>						\$1,541.65
<b>MONTH 2</b>						
2	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
<b>MONTH 2 SUBTOTAL:</b>						\$1,541.65
<b>MONTH 3</b>						
3	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
<b>MONTH 3 SUBTOTAL:</b>						\$1,541.65
<b>MONTH 4</b>						
4	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
<b>MONTH 4 SUBTOTAL:</b>						\$1,541.65
<b>MONTH 5</b>						
5	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65

CARASOFT TECHNOLOGY CORP

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 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
MONTH 5 SUBTOTAL:						\$1,541.65
MONTH 6						
6	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 6 SUBTOTAL:						\$1,541.65
MONTH 7						
7	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 7 SUBTOTAL:						\$1,541.65
MONTH 8						
8	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 8 SUBTOTAL:						\$1,541.65
MONTH 9						
9	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 9 SUBTOTAL:						\$1,541.65
MONTH 10						
10	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 10 SUBTOTAL:						\$1,541.65
MONTH 11						
11	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 11 SUBTOTAL:						\$1,541.65
MONTH 12						
12	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 12 SUBTOTAL:						\$1,541.65
SUBTOTAL:						\$18,499.80
TOTAL PRICE:						\$18,499.80
TOTAL QUOTE:						\$18,499.80

CARASOFT TECHNOLOGY CORP

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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
1.		Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.				
2.		The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, and Data Processing Addendum. The Product and Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of this quote at: <a href="https://www.servicenow.com/upgrade-schedules.html">https://www.servicenow.com/upgrade-schedules.html</a> ("ServiceNow Subscription Service Terms"). End Customer may request printed copies of the documents incorporated herein by reference by emailing <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a> . All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at <a href="https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgradesjan2022.pdf">https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgradesjan2022.pdf</a> . End Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a> . All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.				
3.		ServiceNow, through Carahsoft, reserves the right to suspend access to Customer's instances should Customer not provide a valid purchase order prior to the contract term start date.				
4.		Learning Credits expire 12 months after the purchase date and are Learning Credits used are billed monthly in arrears. In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to exceed \$2000 per onsite class). Terms for Education Services offerings are set forth on <a href="https://www.servicenow.com/upgrade-schedules.html">https://www.servicenow.com/upgrade-schedules.html</a>				
		Government Learning Credits shall be invoiced on a monthly basis in arrears and based on consumption, with consumption occurring upon course registration or completion, as applicable. Unused Government Learning Credits will expire within one (1) Year of the date of the order, and customer will not be charged for unused credit.				
5.		Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted. A. End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system. B. Carahsoft quotation number for this purchase order. C. Statement of Work or Change Order (if applicable).				
6.		Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift.				
6.1		For Renewal Orders and the Follow-On Order executed by the parties, the following conditions shall apply:				
6.2.		the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Follow-On Order, and if not, then the Renewal Order or Follow-On Order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);				
6.3.		the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Follow-On Order;				
6.4.		all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for all such Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;				
6.5.		each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and				
6.6.		Customer must place the Renewal Order or Follow-On Order before the expiration of the subscription term of the then expiring order form. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form or professional services, training or events, or any Support Account Management or Success product/service offering.				
7.		Send purchase orders to CSTechOM@carahsoft.com.				
8.		Please refer to the attached pages for any Additional Terms and Entitlements for this sale.				

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 11/07/2023

Approval of Addendum for Performance Center Software Subscription from Catalis Public Works and Citizen Engagement, LLC for the Auditor's Office

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Addendum #202419 between Williamson County and Catalis Public Works and Citizen Engagement, LLC, for Performance Center reporting software, covering the term of October 1, 2023–September 30, 2024, for the annual amount of \$85,255.00 pursuant to BuyBoard Contract #661-22 and authorizing the execution of the addendum.

**Background**

The approval of this Addendum supports the County Auditors Office for Performance Center reporting software. Catalis purchased Mo'Mix in the past year, the former provider. Performance Center provides business intelligence and transparency reporting, analytics and dashboard tools for financial, purchasing and performance reporting. The order from attached describes the details. Funding source is 01.0100.0503.004505 as per FY24 budget. The department point of contact is Nathan Zinsmeyer.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Catalis Addendum and Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/01/2023 09:57 PM  
11/02/2023 08:46 AM  
Started On: 10/26/2023 11:38 AM

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**WILLIAMSON COUNTY  
ADDENDUM FOR CATALIS SOFTWARE AS A SERVICE  
TERMS AND CONDITIONS**

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**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 FOR CATALIS SOFTWARE AS A SERVICE TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (“County” or “Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Catalis Public Works & Citizen Engagement. LLC** (hereinafter “Catalis”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted Catalis Software as a Service (SaaS) 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 31<sup>st</sup> 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 Catalis upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Catalis 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 Catalis for any reason are hereby deleted.

**IV.**

**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.

**V.**

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

**VI.**

**Public Information:** Catalis 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.

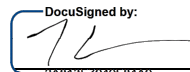
**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

Date: \_\_\_\_\_, 20\_\_\_\_

**CATALIS PUBLIC WORKS:**

DocuSigned by:  


\_\_\_\_\_  
Authorized Signature

Teresa Yeager

\_\_\_\_\_  
Printed Name

Date: 10/25/2023 \_\_\_\_\_, 20\_\_\_\_

**Exhibit “A”  
Quote/Proposal**



Catalis  
 3025 Windward Plaza, Ste 200  
 Alpharetta, GA 30005

Quote Ref#: 20220199  
 BuyBoard Contract No. 661-22  
 Date: September 12, 2023  
 Quote valid for 60 days

# ORDER FORM

### Client Information

Clients:	Williamson County	Address:	710 South Street
Contact Name:	Nate Zinsmeyer		Georgetown, TX
Email Address:	nzinsmeyer@wilco.org		78626
Phone:	(512) 962-3000		

### Terms and Conditions

Subscription Start Date:	October 1, 2023	Payment Method:	EFT
Subscription End Date:	September 30, 2024	Auto-Renewal:	Yes

### Products and Services

	<u>Year 1</u>
Business Intelligence Products	\$56,456.00
- Performance Center Financial Intelligence	
- Performance Center Procurement Intelligence	
- Performance Center Project Intelligence	
- Performance Center Asset Intelligence	
MyGovCenter Annual Subscription	\$28,799.00
<b>SUBTOTAL</b>	<b>\$85,255.00</b>

#### Notes

Year 1 Subscription Fee(s) will be invoiced on Subscription Start Date.  
 Subsequent annual Subscription Fee(s) are invoiced on the anniversary of the Subscription Start Date.  
 Fees do not include applicable Taxes.

### Acceptance

Client acknowledges and agrees that as of the Effective Date and until Subscription End Date this Order Form shall become legally binding, and Client shall be bound by the terms and conditions of the Catalis Terms and Conditions found at <https://catalisgov.com/software-as-a-service-saas-terms-and-conditions/>

Effective Date: \_\_\_\_\_

**Williamson County, TX**

**Catalis Public Works & Citizen Engagement, LLC**

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
24613E7949F67A9...

Name: \_\_\_\_\_

Name: Teresa Yeager

Title: \_\_\_\_\_

Title: CEO

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 11/07/2023

Tax Collection Agreement

**Submitted For:** Larry Gaddes

**Submitted By:** Mary Greenway, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Prairie Crossing Municipal Utility District No. 1 and the County of Williamson, Texas.

**Background**

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Praire Crossing Municipal Utility District No.1 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Tax Collection Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 10/27/2023

**Reviewed By**

Becky Pruitt

**Date**

10/27/2023 02:32 PM

Started On: 10/27/2023 10:09 AM

**THE STATE OF TEXAS                    §        TAX COLLECTION AGREEMENT**  
**§**  
**COUNTY OF WILLIAMSON               §**

WHEREAS the Prairie Crossing Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Prairie Crossing Municipal Utility District No. 1, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

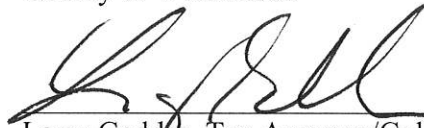
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson



\_\_\_\_\_  
Larry Gaddis, Tax Assessor/Collector,  
County of Williamson



\_\_\_\_\_  
Adam Stockton, President  
Prairie Crossing Municipal Utility District No. 1

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON  
FOR COLLECTION OF TAXES**

WHEREAS, the Prairie Crossing Municipal Utility District No. 1 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Prairie Crossing Municipal Utility District No. 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Prairie Crossing Municipal Utility District No. 1 THAT:

The President of Prairie Crossing Municipal Utility District No. 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 16<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
Adam Stockton, President  
Prairie Crossing Municipal Utility District No. 1

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES**

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Prairie Crossing Municipal Utility District No. 1 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Prairie Crossing Municipal Utility District No. 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Bill Gravell, County Judge  
County of Williamson

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 11/07/2023

Tax Collection Agreement

**Submitted For:** Larry Gaddes

**Submitted By:** Mary Greenway, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Prairie Crossing Municipal Utility District No 2 and the County of Williamson, Texas.

**Background**

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Prairie Crossing Municipal Utility District No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Tax Collection Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 10/27/2023

**Reviewed By**

Becky Pruitt

**Date**

10/27/2023 02:32 PM

Started On: 10/27/2023 10:18 AM

**THE STATE OF TEXAS            §        TAX COLLECTION AGREEMENT**  
**§**  
**COUNTY OF WILLIAMSON       §**

WHEREAS the Prairie Crossing Municipal Utility District No. 2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Prairie Crossing Municipal Utility District No. 2, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

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C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

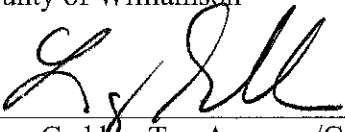
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson

  
\_\_\_\_\_  
Larry Gaddes, Tax Assessor/Collector,  
County of Williamson

  
\_\_\_\_\_  
Rick Thornton, President  
Prairie Crossing Municipal Utility District No. 2

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON  
FOR COLLECTION OF TAXES**

WHEREAS, the Prairie Crossing Municipal Utility District No. 2 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Prairie Crossing Municipal Utility District No. 2 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Prairie Crossing Municipal Utility District No. 2 THAT:

The President of Prairie Crossing Municipal Utility District No. 2 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 16<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
**Rick Thornton**, President  
Prairie Crossing Municipal Utility District No. 2

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES**

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Prairie Crossing Municipal Utility District No. 2 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Prairie Crossing Municipal Utility District No. 2 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 11/07/2023

Approval to seek grant funding through CAPCOG Solid Waste Grant

**Submitted By:** Brian Olson, Constable Pct. #4

**Department:** Constable Pct. #4

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take any appropriate action to allow the Pct 4 Constable's Office to submit an application for a grant through the CAPCOG (Capital Area Council of Governments) Solid Waste Grant for funds to facilitate environmental enforcement.

**Background**

The Pct 4 Constable's Office is seeking approval to apply for a grant through CAPCOG (Capital Area Council of Governments). This grant will provide 30 cases (144ea) of AA Duracell batteries (\$2400), 25 cases (60ea) of Energizer Lithium AA batteries (\$3875), and 35 Spypoint DarkS trail cameras (\$19,600). The grant requires a 10% match.

The cameras will contain all needed accessories, including a lockable protective mounting case. Maintenance costs associated with the cameras are minimal and predominately for the replacement of batteries (also requested). All maintenance costs will be covered through funds already allocated for equipment repairs and supplies.

Grant \$25,875.00

Match \$2,587.50

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Grant request

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 12:00 PM

Started On: 11/02/2023 11:52 AM

Grant Title/Project Name:	CAPCOG Solid Waste Diversion Grant
Department:	Constable Precinct 4
Requestor:	Mike Pendley
Contact Email:	mpendley@wilco.org
Contact Phone Number:	mpendley@wilco.org
Start Date:	1/1/2024
End Date:	12/31/2024
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Funds would be used to purchase 35 (\$560/ea) Spypoint Dark S Trail Cameras, locking camera mounts, 30 (\$80/ea) cases of Duracell AA Procell batteries, and 25 (\$155/ea) cases of Energizer Lithium AA batteries. These cameras would be used in our continuing effort to curb the illegal dumping in Williamson County Precinct 4. We are currently using the same cameras for enforcement and evidence collection, but need more to cover all the "hot spots" in the 620 square miles of Precinct 4. The locations we place cameras are often very active, taking thousands of photos, which necessitates the use of a substantial amount of batteries. The total ask of the grant would be \$25875.00 of which Precinct 4 would pay 10% (\$2587.50) as a match.
Select the type of grant your department is applying for:	Local
What is the amount of the grant?	\$25,875.00
Please provide a breakdown of the total cost above.	\$2587.50 paid (as a match) by Precinct 4 using the 3008 - LE Equipment line \$23,287.50 awarded by CAPCOG Solid Waste Diversion Grant
Is there a match requirement?	Yes
What is the source of the match?	We can use our 3008- LE equipment line
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$2587.50
What is the plan to obtain grants/funds for the remaining amount?	To apply for the CAPCOG Solid Waste Diversion Grant. There is \$274,00 available in the grant, and project requests can be up to \$30,000.
List other similar assets in the County and/or region and if they are available for use?	We currently have an existing trail camera program but need more units.
How is this asset request different from any similar assets currently in the County and/or region?	It would be in addition to our program already in place.
What types of events/purpose would this asset be used for that cannot be accomplished with a	With this award, we will be able to cover a larger portion of our precinct's

current County asset?	hot spots.
How often do these events occur?	Daily
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?	These cameras will be maintained through daily operations of our Environment
Where will the asset be stored?	Precinct 4, when not field deployed
What is the useful life of the asset?	4-5 years
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No
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.	Just batteries, which are also requested
How will this asset be funded when the grant ends?	potentially ask for additional cameras on an as-needed basis
What is the impact if the grant is not received?	We will continue our environmental enforcement but we will have to shift cameras around constantly and not have the desired coverage
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?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
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?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	\$2587 cost from our .3008 LE Equipment line item
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	
What is the cost and frequency to maintain/update the additional equipment?	0
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	10% \$2587.50
Please identify any known decrease in funding at this time.	N/A
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

ID	117
Version	1.0
Attachments	False
Created	11/2/2023 4:15 PM
Created By	Mike Pendley
Modified	11/2/2023 4:15 PM
Modified By	Mike Pendley

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 11/07/2023

Shadow Cats Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Shadow Cats for off duty contracting of County Sheriff Deputies to be effective November 7, 2023. (Traffic control at 17 Lake Dr. Round Rock)

**Background**

This agreement gives permission for Shadow Cats to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control at Christmas holiday event on Dec. 2nd located at 17 Lake Drive in Round Rock. This agreement will begin on November 7th and will terminate on September 30, 2024.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Shadow Cats

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 11:24 AM

Started On: 11/02/2023 11:00 AM

STATE OF TEXAS                    §     VEHICLE REIMBURSEMENT  
    §     AGREEMENT WITH  
    §     NON-GOVERNMENTAL  
    §     ORGANIZATION  
    §     REGARDING OFF-DUTY  
 COUNTY OF WILLIAMSON       §     CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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 contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas 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.



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, 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.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: SHADOW CATS

Signature: 

Printed Name: JACKI QUAILLE

Title: CO-PRESIDENT

Date: November 2, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: November 2, 2023

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

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**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\_\_\_\_

\_\_\_\_\_

<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 11/07/2023

Approval of Platform Activation Agreement with Guardian Alliance Technologies, Inc. for Sheriff's Office

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the three (3) year Agreement #202458 between Guardian Alliance Technologies, Inc. and Williamson County for employment related background investigations as needed, with a not-to-exceed amount of \$36,000.00, and authorizing execution of the agreement.

**Background**

A previous agreement was approved in Commissioner's Court on 10.3.23, item #16 (see attached) and a purchase order has been processed. In Bonfire, 24RFQ2 was created to obtain more quotes for this service and two were received, for a total of three quotes. Guardian Alliance is the one preferred by the Sheriff's Department. Approval of this item will support the operations of the Williamson County Sheriff's Office. The Guardian Platform is a cloud-based software platform for use by law enforcement agencies in performing employment related background investigations. Services are used on an as needed basis to include investigations, social media screening and credit reports. Payment will be invoiced monthly. The estimated annual spend on these services is \$12,000.00 per year. Contract Audit and Budget have reviewed this expenditure. Funding source is 01.0100.0560.004210 as per FY24 Budget. Department point of contact is Chief James Carmona.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Gurdian Activation Agreement  
Guardian Approved Agreement 10.3.23

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/01/2023 10:28 PM  
11/02/2023 08:52 AM  
Started On: 10/27/2023 08:38 AM

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## WILLIAMSON COUNTY PLATFORM ACTIVATION AGREEMENT

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**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 quasiconttractual 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 PLATFORM ACTIVATION AGREEMENT (hereinafter “Agreement”) 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 **Guardian Alliance Technologies, Inc.** (“Guardian”), located at 11 S. San Joaquin St., Suite 804, Stockton, CA 95202, both of which are referred to herein as the parties. The County agrees to engage Guardian as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

### I.

**Definitions:**

- A. “**Account Administrator**” means an individual responsible for authorizing and managing all activity occurring under the County’s Account.
- B. “**Authorized Use**” means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the County.
- C. “**Terms of Service**” means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Services may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respect.
- D. “**Social Media Screening**” means the collection of publicly available online Applicant information. For the purposes of this Agreement, Social Media Screening is referred to as an “integrated Service.”
- E. “**OnDemand Services**” means services available through the Platform which are available for a fee.

### II.

**FCRA Compliance:** County hereby acknowledges that County is solely responsible for its compliance with the Fair Credit Reporting Act (“FCRA”) and any other state and/or local consumer reporting laws in connection with its use of the Social Media Screening Service, if applicable.

### III.

#### **Scope of Services:**

- A. **Activation:** By entering into this Agreement, County hereby requests that Guardian establish and activate a County Account on the Guardian Platform for use by County and its Authorized Users.
- B. **Features and Fees:** Use of the Triage Center, including access to the NAIC is available for use by County at no charge and County is under no obligation to use the OnDemand features listed below. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Center and Social Media Screening Feature available for County's use on an OnDemand basis subject to the Fees set forth below. If County wishes to order Credit Reports from within their Guardian Account, a separate Credit Report Feature Activation Agreement is required.
  - a. Investigation Center - \$50 per applicant assigned to an investigator.
  - b. Social Media Screening - \$40 per report.
  - c. Credit Reports - \$12 per report.
- C. **Payment Terms:** County will be invoiced at the end of each calendar month for all use of the fee-based features that occurs during the calendar month. 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 agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.
- D. **Failure to Pay/Customer:** Guardian reserves the right to deactivate County's access to the Platform if any payment is not received within 60 days of the invoice date.
- E. **Additional Authorized Users:** The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on County's behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.
- F. **Security:** Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- G. **Terms of Service:** By accessing and using the Service, County agrees to be bound by the Guardian Terms of Service, so long as the terms are consistent and do not conflict with this Agreement.
- H. **Right to Audit:** Guardian 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 Guardian which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Guardian agrees that the County shall have access during normal working hours to all necessary Guardian facilities, if needed, and shall be provided adequate and appropriate workspace, if needed, in order to conduct audits in compliance with the provisions of this section. The County shall give Guardian reasonable advance notice of intended audits.

#### IV.

**Whitelist:** County hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:

- (a) Guardian.network
- (b) [www.guardianlliancetechnologies.com](http://www.guardianlliancetechnologies.com)
- (c) [www.guardianlliancetechnologies.com](http://www.guardianlliancetechnologies.com)

(Note: Content filtering systems in use by County, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains.)

#### V.

**Intellectual Property Infringement:** Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against County to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against County in any claim, suit or proceeding or agreed to in settlement. County will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for County the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by County for the services or the affected part thereof (if any). Guardian will have no liability under this section to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.

#### VI.

**Counterparts:** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

## VII.

**Amendment:** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in **full** force.

## VIII.

**Marketing:** Guardian may use County's name as part of a general list of Customers and may refer to County as a user of the Services in its general advertising and marketing materials.

## IX.

### **Required County Agreement Terms:**

- A. **Effective Date and Term:** This Agreement shall effective as of the date of the last party's execution below (the "Effective Date") and shall continue for three (3) years, unless terminated earlier pursuant to this Agreement.
- B. **Not-to-Exceed Amount:** Guardian will be compensated in accordance with Section III. C ("Payment Terms"). The not-to-exceed amount under this Agreement shall be Twelve Thousand Dollars (\$12,000.00) per year ,unless amended by the County.
- C. **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.
- D. **Termination:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.
- E. **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 Guardian for any reason are hereby deleted.
- F. **No Assignment:** Guardian may not assign this Agreement.
- G. **Confidentiality:** Guardian 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.
- H. **Public Information:** Guardian 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.

- I. **Foreign Terrorist Organizations:** Guardian 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.

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

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

Judge Bill Gravell, Jr.,  
County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**GUARDIAN ALLIANCE TECHNOLOGIES, INC:**

  
\_\_\_\_\_  
Authorized Signature

Adam Anthony  
Printed Name

Date: October 27, 2023

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# WILLIAMSON COUNTY PLATFORM ACTIVATION AGREEMENT

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**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.**

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#### V.

**Intellectual Property Infringement:** Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against County to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against County in any claim, suit or proceeding or agreed to in settlement. County will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for County the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by County for the services or the affected part thereof (if any). Guardian will have no liability under this section to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.

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**Counterparts:** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

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- A. **Effective Date and Term:** This Agreement shall effective as of the date of the last party's execution below (the "Effective Date") and shall continue for three (3) years, unless terminated earlier pursuant to this Agreement.
- B. **Not-to-Exceed Amount:** Guardian will be compensated in accordance with Section III. C ("Payment Terms"). The estimated cost per year is One Thousand Five Hundred Dollars (\$1,500.00). The not-to-exceed amount under this Agreement shall be Four Thousand Five Hundred Dollars (\$4,500.00), unless amended by the County.
- C. **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.
- D. **Termination:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.
- E. **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 Guardian for any reason are hereby deleted.
- F. **No Assignment:** Guardian may not assign this Agreement.
- G. **Confidentiality:** Guardian 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.
- H. **Public Information:** Guardian 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.

- I. **Foreign Terrorist Organizations:** Guardian 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.

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

**WILLIAMSON COUNTY:**

  
Bill Gravell (Oct 3, 2023 10:57 CDT)  
\_\_\_\_\_  
Authorized Signature

Judge Bill Gravell, Jr.  
\_\_\_\_\_  
County Judge

Date: Oct 3, 2023 \_\_\_\_\_, 20\_\_\_\_

**GUARDIAN ALLIANCE TECHNOLOGIES, INC:**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

# Agenda Item #16, CC 10.03.23 Approval of 2023280 Background searches Guardian Alliance SO (Mary)

Final Audit Report

2023-10-03

Created:	2023-10-03
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO6Y9xjhEnjwEn3lbCtEYIUdpr5wSKBW8

## "Agenda Item #16, CC 10.03.23 Approval of 2023280 Background searches Guardian Alliance SO (Mary)" History

 Document created by Kim Chappius (kim.chappius@wilco.org)

2023-10-03 - 2:30:06 PM GMT- IP address: 173.219.39.210

 Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature

2023-10-03 - 2:30:45 PM GMT

 Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)

2023-10-03 - 3:56:26 PM GMT- IP address: 66.76.4.65

 Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)

2023-10-03 - 3:56:43 PM GMT- IP address: 66.76.4.65

 Document emailed to Bill Gravell (bgravell@wilco.org) for signature

2023-10-03 - 3:56:43 PM GMT

 Email viewed by Bill Gravell (bgravell@wilco.org)

2023-10-03 - 3:57:07 PM GMT- IP address: 66.76.4.65

 Document e-signed by Bill Gravell (bgravell@wilco.org)

Signature Date: 2023-10-03 - 3:57:22 PM GMT - Time Source: server- IP address: 66.76.4.65

 Agreement completed.

2023-10-03 - 3:57:22 PM GMT



Powered by  
**Adobe**  
Acrobat Sign

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 11/07/2023

Authorize Issuing RFSQ #24RFSQ8 Wilco Development Services Assistance for Road and Bridge Department/HNTB

**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 qualifications for Engineering Services for Wilco Development Services Assistance, under RFSQ #24RFSQ8.

**Background**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in plat and associated construction plan review, FEMA Flood Plain Program administration and driveway review and permitting, general drainage engineering support. Budgeted amount is \$3,000,000.00. The funding Source is 01.0200.0210.004100 and the point of contact is Terron Evertson.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/01/2023 09:42 PM

11/02/2023 08:31 AM

Started On: 10/25/2023 03:13 PM

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 11/07/2023

Approval of Renewal #1 of Contract #22IFB153 Bulk Fuel with Petroleum Traders Corporation 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 authorizing the extension of Contract #22IFB153 for Bulk Fuel for Williamson County, renewal option period 1, for the term of November 15, 2023 – November 14, 2024, for the same pricing, terms and conditions as the existing contract with Petroleum Traders Corporation.

**Background**

This is the first option for renewal for 22IFB153 Bulk Fuel contract which provides supply of gasoline and diesel fuel to Williamson County on an "as needed" basis in order to service County owned equipment and vehicles. The Fleet Department has confirmed that the vendor met all the County requirements on this contract and requests renewal. Funding Source is 01.0882.0882.003301 Gasoline. The department Point of Contact is Kevin Teller.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Renewal #1 Form and Price Tab and 1295 Form

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

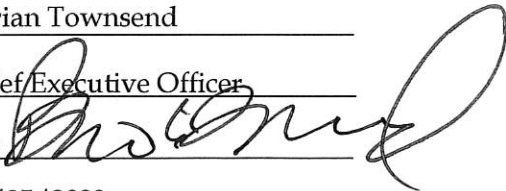
**Date**

11/01/2023 09:47 PM  
11/02/2023 08:42 AM  
Started On: 10/26/2023 11:12 AM



Purchasing Department

### Summary Agreement for Renewal of Williamson County Contract

<b>Contract Number:</b>	22IFB153	<b>Department:</b>	FLEET
<b>Vendor Name:</b>	PETROLEUM TRADERS CORPORATION		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
RENEWAL #1 FOR BULK FUEL FOR WILLIAMSON COUNTY FLEET			
<b>Type of Contract:</b>	IFB	<b>Start Date:</b>	11/15/2023
<b>Purchasing Contact:</b>	KIM CHAPPIUS	<b>End Date:</b>	11/14/2024
<b>Department Contact:</b>	KEVIN TELLER		
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.</li> <li>PLEASE INCLUDE THE FOLLOWING:             <ul style="list-style-type: none"> <li>COMPLETED 1295 FORM; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li><b>Extend Contract for the 1ST of four (4) one (1) year renewal option periods:</b></li> </ul>			
Renewal Option Period 2			
Renewal Option Period 1	November 15, 2023 – November 14, 2024		
Initial Contract Period	November 15, 2022 – November 14, 2023		
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE</b>			
Vendor <u>Petroleum Traders Corporation</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Brian Townsend</u>		Bill Gravel, Jr	
Title <u>Chief Executive Officer</u>		Williamson County Judge	
Signature 		Signature _____	
Date <u>10/25/2023</u>		Date _____	

## 22IFB153 Bulk Fuel- Petroleum Traders Corp

TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Gasoline with 10% Ethanol	Unbranded	2.5657	n/a	0.25	2.8157	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	3.7658	n/a	0.25	4.0158	
<i>Delivery Location: Williamson County, No Location Specified</i>						
TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
Conventional Unleaded Gasoline with 10% Ethanol	Unbranded	2.5657	-0.0383	n/a	2.5274	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	3.7658	-0.0174	n/a	3.7484	
<i>Delivery Location: Williamson County, No Location Specified</i>						
STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	3.7658	NO BID	NO BID	NO BID	

*Delivery Location: Williamson County, No Location Specified*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:**  
2023-1088316

**Date Filed:**  
10/26/2023

**Date Acknowledged:**  
10/31/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Petroleum Traders Corporation  
Fort Wayne, IN 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.**  
22IFB153  
Bulk Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Himes, Michael	Fort Wayne, IN United States	X	
	Townsend, Brian	Fort Wayne, IN United States	X	
	Stephens, Linda	Fort Wayne, IN United States	X	
	Vanderpool, Joseph	Fort Wayne, IN United States	X	

**5 Check only if there is NO Interested Party.**

**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)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Petroleum Traders Corporation  
 Fort Wayne, IN United States

Certificate Number:  
 2023-1088316

Date Filed:  
 10/26/2023

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

Date Acknowledged:

**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.**  
 22IFB153  
 Bulk Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Himes, Michael	Fort Wayne, IN United States	X	
	Townsend, Brian	Fort Wayne, IN United States	X	
	Stephens, Linda	Fort Wayne, IN United States	X	
	Vanderpool, Joseph	Fort Wayne, IN United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Joseph Vanderpool, and my date of birth is 5/22/1988.

My address is 7120 Pointe Inverness Way, Fort Wayne, IN, 46801-2357, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Allen County, State of Indiana, on the 26 day of October, 2023.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 11/07/2023

Approval of Renewal #1 for Contract #22IFB145 Limestone Rock Asphalt with Martin Marietta 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 approving the extension of Contract #22IFB145 for Limestone Rock Asphalt, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Martin Marietta for the 12-month term of November 15, 2023 - November 14, 2024, and authorizing execution of the renewal agreement.

**Background**

This is the first extension renewal for this contract. The Road and Bridge Department has confirmed the vendor met all of the County requirements on this contract and requests renewal. The Funding Source: 01.0200.0210.003550. The Department Point of Contact is Terron Evertson.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Renewal #1 Form and Price Tab and 1295 Form

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/01/2023 10:22 PM  
11/02/2023 09:00 AM  
Started On: 10/31/2023 12:01 PM



Purchasing Department

### Summary Agreement for Renewal of Williamson County Contract

<b>Contract Number:</b>	22IFB145	<b>Department:</b>	ROAD AND BRIDGE
<b>Vendor Name:</b>	MARTIN MARIETTA MATERIALS INC		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
RENEWAL #1 LIMESTONE ROCK ASPHALT			
<b>Type of Contract:</b>	IFB	<b>Start Date:</b>	11/15/2023
<b>Purchasing Contact:</b>	KIM CHAPPIUS	<b>End Date:</b>	11/14/2024
<b>Department Contact:</b>	KELLY MURPHY		
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.</li> <li>PLEASE INCLUDE THE FOLLOWING:             <ul style="list-style-type: none"> <li>COMPLETED 1295 FORM; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>Extend Contract for the 1ST of TWO (2) ONE (1) year renewal option periods:</li> </ul>			
Renewal Option Period 2			
Renewal Option Period 1	NOVEMBER 15, 2023 – NOVEMBER 14, 2024		
Initial Contract Period	NOVEMBER 15, 2022 – NOVEMBER 14, 2023		
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE</b>			
Vendor <u>Martin Marietta</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Eduardo Aldape</u>	Bill Gravell, Jr		
Title <u>Sales Representative</u>	Williamson County Judge		
Signature <u><i>Eduardo Aldape</i></u>	Signature _____		
Date <u>10/27/2023</u>	Date _____		

## 22IFB145 LIMESTONE ROCK ASPHALT

**Martin  
Marietta  
Materials Inc**

Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing Delivered
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	\$136.35**
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown*	\$136.35**
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown*	\$141.35**
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown*	\$141.35**
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown*	\$141.35**

\*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

\*\*PLUS FUEL SURCHARGE

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:  
2023-1088589

Date Filed:  
10/27/2023

Date Acknowledged:  
10/31/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Martin Marietta  
San Antonio, TX 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.**  
Bid/Contract # 13IFB00135 LRA  
Limestone Rock Asphalt Cold Mix

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.**

**6 UNSWORN DECLARATION**

My name is Eduardo Aldape, and my date of birth is [REDACTED].

My address is 4949 N. Loop 1604 W. Ste. 135, San Antonio, TX, 78249, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 27 day of October, 2023.  
(month) (year)

Eduardo Aldape  
Signature of authorized agent of contracting business entity (Declarant)

**Commissioners Court - Regular Session**

23.

**Meeting Date:** 11/07/2023

Authorize Issuing IFB #24IFB14 for the Construction of CR 332 Realignment for HNTB

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Construction of CR 332 Realignment, under IFB #24IFB14. Funding Source is P366.

**Background**

Williamson County is seeking qualified contractors to construct the CR 332 Realignment Project consisting of realigning CR 332 with a two-lane undivided section with shoulders from north of CR 313 to South of FM 487. Improvements also include grading, drainage improvements, flex base, HMACP, striping, pavement markings, signing, driveways, and water line improvements. Budgeted amount: \$3,300,000.00. Funding source: P366. Department point of contact is Whit Friend.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/01/2023 10:19 PM

11/02/2023 09:01 AM

Started On: 10/31/2023 02:47 PM

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 11/07/2023

Authorize issuing IFB #24IFB15 for the Construction of Liberty Hill Bypass for HNTB

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Construction of the Liberty Hill Bypass, under IFB #24IFB15. Funding Source is P346.

**Background**

Williamson County is seeking qualified contractors for the construction of the new Liberty Hill Bypass roadway consisting of grading, base, paving, bridge structures, ditches, water quality BMPs, signing, and pavement markings. Budgeted amount: \$16,300,000.00. Funding source: P346. Point of Contact is Danette Chamberlin.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/01/2023 10:21 PM

11/02/2023 09:02 AM

Started On: 10/31/2023 03:29 PM

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 11/07/2023

Kimley Horn 2576 WA2 SA1 On Call Traffic Engr Svcs

**Submitted For:** Terron Evertson

**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 2 under Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020 for on Call Traffic Engineering Services. This supplemental is to extend the expiration date to December 31, 2025 and increase the maximum amount payable to \$100,000.00. Funding source: 01.0200.0210.004100.

**Background**

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Kimley Horn 2576 WA2 SA1 On Call Traffic Engr Svcs

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/02/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

11/02/2023 12:23 PM

11/02/2023 12:49 PM

Started On: 10/31/2023 10:50 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   2**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**On Call Traffic Engineering Services**

This Supplemental Work Authorization No.   1   to Work Authorization No.   2   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   2   dated effective May 18, 2021 (the “Work Authorization”);

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to December 31, 2025. The Services to be Provided by the Firm 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).
  
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$50,000.00 to \$100,000.00. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

**FIRM:**  
By:   
Signature

Brian Boecker  
Printed Name

Senior Vice President  
Title

10/27/2023  
Date

**COUNTY:**  
By: \_\_\_\_\_  
Signature

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Kimley-Horn will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 11/07/2023

Final plat for the Mejia Ranch Phase 1 subdivision – Pct 4

**Submitted For:** Robert Daigh

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This is the first phase of the Mejia Ranch development. It consists of 4 lots and no new roads.

**Timeline**

- 2023-01-12 – initial submittal of the final plat
- 2023-02-06 – 1st review complete with comments
- 2023-02-17 – 2nd submittal of final plat
- 2023-03-02 – 2nd review complete with comments
- 2023-04-20 – 3rd submittal of final plat
- 2023-05-04 – 3rd review complete with comments
- 2023-08-22 – 4th submittal of final plat
- 2023-09-05 – 4th review complete with comments
- 2023-09-21 – 5th submittal of final plat with signatures
- 2023-09-21 – 5th review complete with minor comments
- 2023-11-01 – receipt of final plat with signatures and comments clear
- 2023-11-02 – final plat placed on the November 7, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Mejia Ranch Ph 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/02/2023

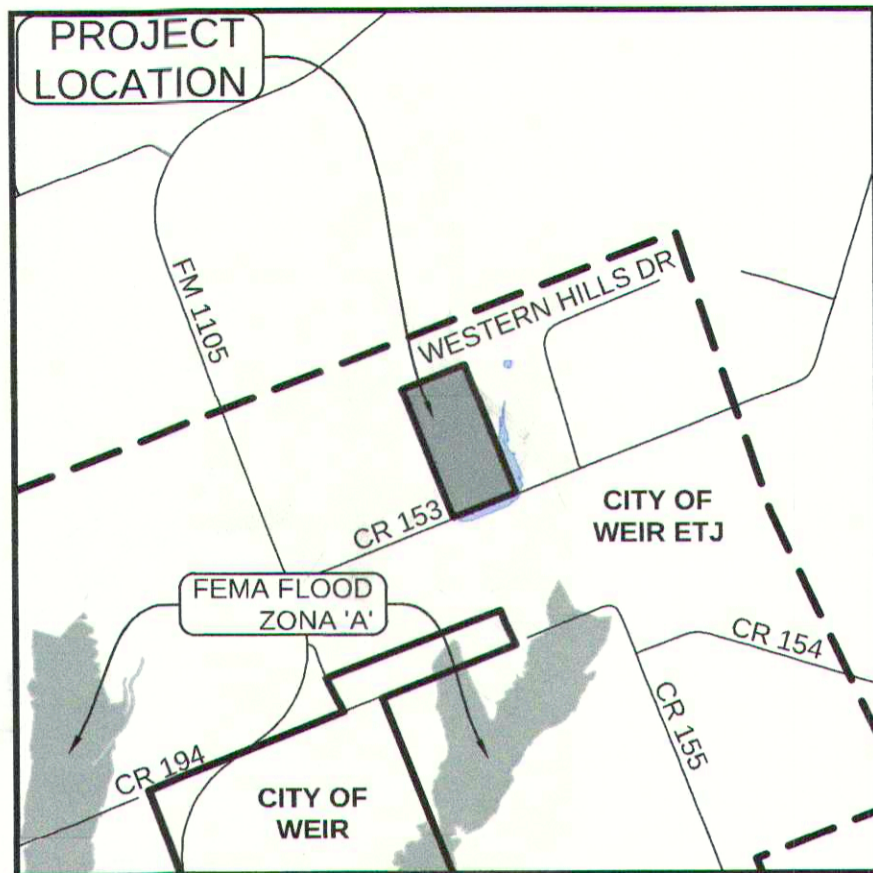
**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 11:59 AM

Started On: 11/02/2023 10:32 AM



VICINITY MAP  
SCALE: 1"=2,000'

LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND
- PROPERTY LINES
- - - ADJOINING PROPERTY LINES
- - - EXISTING EASEMENTS
- 100-YEAR FLOODPLAIN BOUNDARY

CULVERT TABLE

LOT(S)	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	APPROX. SLOPE	MIN. CULVERT SIZE
1	7.59	56.55	1.00%	1 - 30" CMP
2-4	3.21	35.73	0.15%	1 - 36" CMP
5	9.81	26.92	0.50%	1 - 36" CMP

PARCEL TABLE

LOT / BLOCK	AREA (SF)	TYPE OF LOT
2 / A	160987.84	DEVELOPMENTAL
3 / A	174236.76	DEVELOPMENTAL
4 / A	92220.74	DEVELOPMENTAL
5 / A	144749.65	DEVELOPMENTAL

OWNERS: REBECA AND NEFTALI MEJIA  
6601 FM 1105  
GEORGETOWN, TEXAS 78626  
PHONE 512.716.3399  
E-MAIL REBECAMEJIA5522@YAHOO.COM

KARINA GAONA  
251 COUNTY ROAD 153  
GEORGETOWN, TEXAS 78626  
PHONE 512.351.2202  
EMAIL MORALESKARINA40@GMAIL.COM

SURVEYOR: WILLIAM C. STEWART, RPLS 5785  
TEXAS LAND SURVEYING  
TBPELS #10056200  
3613 WILLIAMS DRIVE, SUITE 903  
GEORGETOWN, TEXAS 78628  
PHONE 512.930.1600  
E-MAIL BILL@TEXAS-LS.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: 10/31/2022

BENCHMARKS: TEMPORARY BENCHMARK-COTTON SPINDLE SET  
ELEV.: 732.39'

ORIGINAL SURVEY: SAMUEL NIMMO SURVEY  
ABSTRACT NO. 481

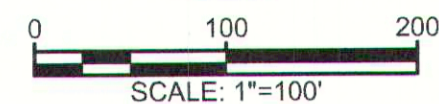
ACREAGE: 13.14 ACRES

FEMA FLOODPLAIN: LOTS 4 AND 5 ENCR OACH THE 100 YEAR FLOOD PLAIN  
AS SHOWN ON FIRM PANEL 48491C0325F, DATED  
DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

FINAL PLAT  
OF  
PHASE 1, MEJIA RANCH

EUGENE L. BUCHHORN, ET UX  
V.1732/P.99  
O.R.W.C.



BEARINGS CITED HEREON BASED ON STATE  
PLANE COORDINATES, GRID NORTH, CENTRAL  
ZONE, TEXAS NAD 83.

FIELD NOTES:

23.15 ACRES - OVERALL  
BEING 23.15 ACRES OF LAND, MORE OR LESS, OUT OF THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481, WILLIAMSON COUNTY, TEXAS, CONSISTING OF THOSE TWO TRACTS AS FOLLOWS: BEING THAT TRACT CALLED 20.149 ACRES AS CONVEYED TO NEFTALI MEJIA, ET UX, BY DEED RECORDED IN DOCUMENT NO. 2016049573, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO BEING THAT TRACT CALLED 2.999 ACRES AS CONVEYED TO KARINA GAONA, ET UX, BY DEED RECORDED IN DOCUMENT NO. 202009485, OF SAID OFFICIAL PUBLIC RECORDS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON OCTOBER 29TH 2021, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND IN THE NORTH LINE OF COUNTY ROAD 153, MARKING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO MARTHA J. HOWARD, BY DEED RECORDED IN DOCUMENT NO. 2021063426, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWEST CORNER OF SAID GAONA TRACT AND THIS TRACT;

THENCE: N 21°54'42" W, 653.35 FEET WITH THE EAST LINE OF SAID HOWARD TRACT AND THE WEST LINE OF SAID GAONA TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP STAMPED "SNS" FOUND, MARKING THE NORTHWEST CORNER OF SAID GAONA TRACT, FOR AN ANGLE POINT OF SAID MEJIA TRACT AND THIS TRACT;

THENCE: N 21°52'44" W, WITH THE EAST LINE OF SAID HOWARD TRACT AND THE WEST LINE OF SAID MEJIA TRACT AT 57.96 FEET PASSING A 1/2 INCH IRON ROD WITH PINK CAP STAMPED "TLS" FOUND, CONTINUING IN ALL 782.43 FEET TO A 1/2 INCH IRON ROD FOUND, MARKING AN ANGLE POINT OF A TRACT CONVEYED TO EUGENE L. BUCHHORN, ET UX, BY DEED RECORDED IN VOLUME 1732, PAGE 99, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO MARKING THE NORTHEAST CORNER OF SAID HOWARD TRACT, FOR THE NORTHWEST CORNER OF SAID MEJIA TRACT AND THIS TRACT;

THENCE: N 68°13'58" E, 159.54 FEET WITH THE SOUTH LINE OF SAID BUCHHORN TRACT AND THE NORTH LINE OF SAID MEJIA TRACT TO A 5/8 INCH IRON ROD WITH PINK CAP STAMPED "TLS" FOUND, MARKING THE NORTHWEST CORNER OF SAID MEJIA TRACT AND THIS TRACT;

THENCE: N 68°30'21" E, WITH THE SOUTH LINE OF SAID BUCHHORN TRACT AND THE NORTH LINE OF SAID MEJIA TRACT AT 239.21 FEET TO A 1/2 INCH IRON ROD WITH PINK CAP STAMPED "TLS" FOUND, MARKING THE NORTHEAST CORNER OF PHASE 1, MEJIA RANCH AND THE NORTHWEST CORNER OF PHASE 2, MEJIA RANCH;

THENCE: S 21°52'07" E, 1435.77 FEET WITH THE WEST LINE OF SAID PHASE 2, MEJIA RANCH, FOR THE SOUTHEAST CORNER OF SAID MEJIA TRACT AND THIS TRACT;

THENCE: S 68°23'44" W, WITH THE NORTH LINE OF SAID COUNTY ROAD 153 AND THE SOUTH LINE OF SAID MEJIA TRACT AT 30 FEET PASSING A 1/2 INCH IRON ROD WITH PINK CAP STAMPED "TLS" SET, AND ANOTHER 30 FEET PASSING A 1/2 INCH IRON ROD WITH PINK CAP STAMPED "TLS" SET, CONTINUING IN ALL 138.45 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP STAMPED "SNS" FOUND, MARKING THE SOUTHWEST CORNER OF SAID MEJIA TRACT, ALSO MARKING THE SOUTHEAST CORNER OF SAID GAONA TRACT, FOR AN ANGLE POINT OF THIS TRACT;

THENCE: S 68°23'42" W, 199.60 FEET WITH THE NORTH LINE OF SAID COUNTY ROAD 153 AND THE SOUTH LINE OF SAID GAONA TRACT TO THE POINT OF BEGINNING.

BEARINGS CITED HEREON BASED ON GRID NORTH TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD83

LINE TABLE

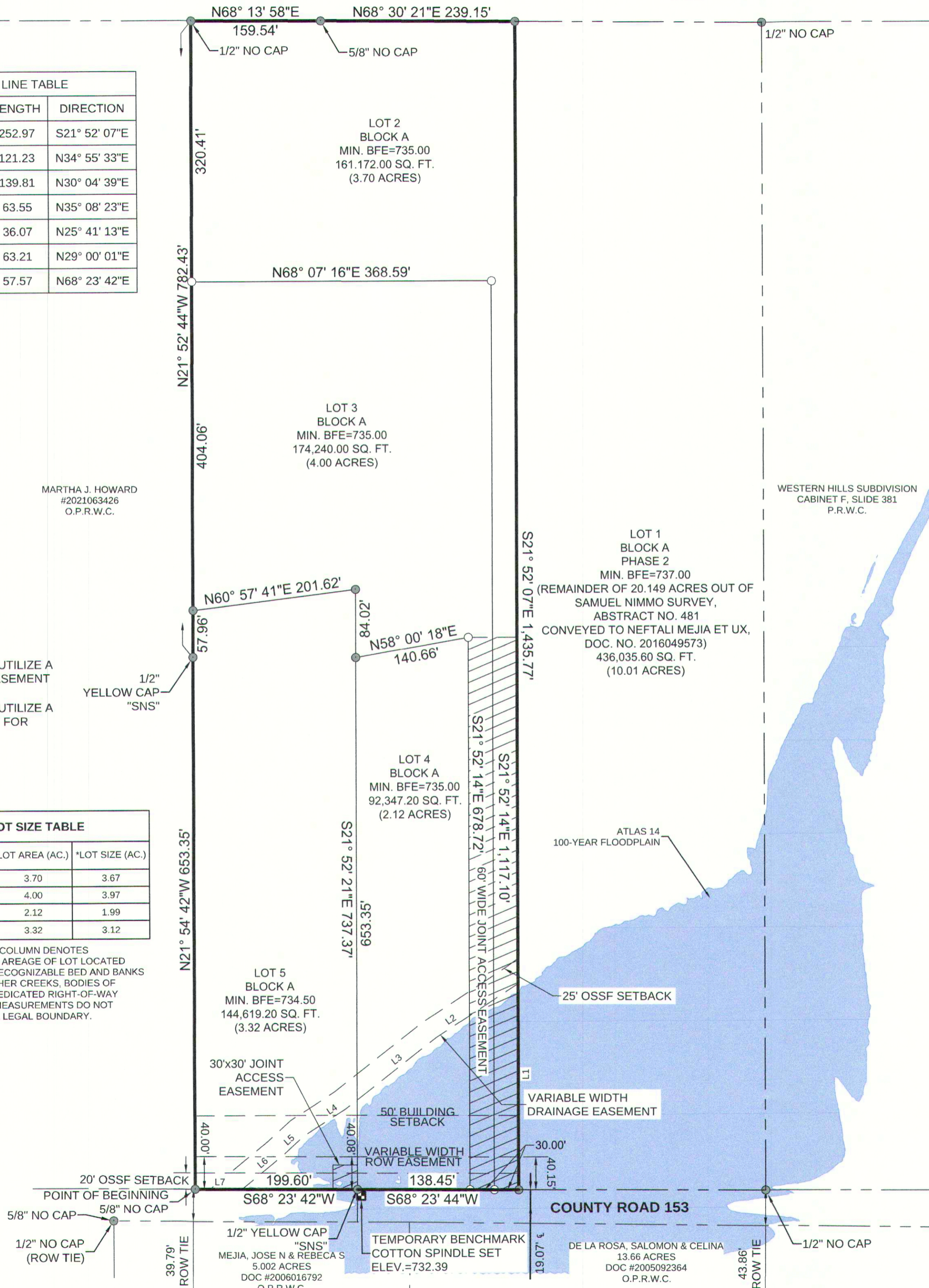
LINE #	LENGTH	DIRECTION
L1	252.97	S21° 52' 07"E
L2	121.23	N34° 55' 33"E
L3	139.81	N30° 04' 39"E
L4	63.55	N35° 08' 23"E
L5	36.07	N25° 41' 13"E
L6	63.21	N29° 00' 01"E
L7	57.57	N68° 23' 42"E

MARTHA J. HOWARD  
#2021063426  
O.P.R.W.C.

LOT SIZE TABLE

LOT NUMBER	LOT AREA (AC.)	*LOT SIZE (AC.)
LOT 2	3.70	3.67
LOT 3	4.00	3.97
LOT 4	2.12	1.99
LOT 5	3.32	3.12

\* LOT SIZE (AC.) COLUMN DENOTES APPROXIMATE AREA OF LOT LOCATED OUTSIDE OF RECOGNIZABLE BED AND BANKS OF WET WEATHER CREEKS, BODIES OF WATER AND DEDICATED RIGHT-OF-WAY EASEMENTS. MEASUREMENTS DO NOT CONSTITUTE A LEGAL BOUNDARY.



**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

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

WE, REBECA AND NEFTALI MEJIA CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016049573 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, 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 MEJIA RANCH.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 15th DAY OF Sept, 2023.

Neftali Mejia  
NEFTALI MEJIA  
CO-OWNER  
6601 FM 1105  
GEORGETOWN, TEXAS 78626

Rebeca Mejia  
REBECA MEJIA  
CO-OWNER  
6601 FM 1105  
GEORGETOWN, TEXAS 78626

STATE OF TEXAS  
COUNTY OF WILLIAMSON

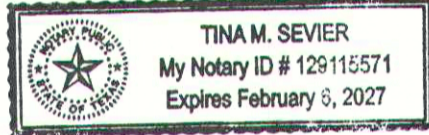
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REBECA AND NEFTALI MEJIA, KNOWN BY ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE CO-OWNERS OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF Sept, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: Feb 6, 2027



STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, KARINA GAONA CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020009485 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, 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 MEJIA RANCH.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF Sept, 2023.

Karina  
KARINA GAONA  
CO-OWNER  
251 COUNTY ROAD 153  
GEORGETOWN, TEXAS 78626

STATE OF TEXAS  
COUNTY OF WILLIAMSON

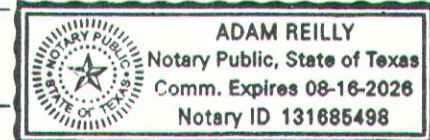
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KARINA GAONA, 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 19th DAY OF September, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 2/11/26



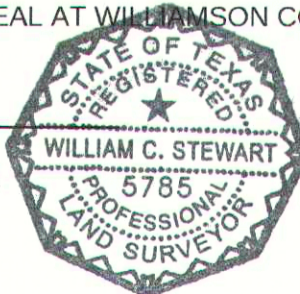
STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, WILLIAM C. STEWART, 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 THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF WILLIAMSON.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 19th DAY OF Sept, 2023

William C. Stewart  
WILLIAM C. STEWART  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5785 STATE OF TEXAS



# FINAL PLAT OF PHASE 1, MEJIA RANCH

## NOTES:

- 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.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- WATER SERVICE TO BE PROVIDED BY JONAH SUD.
- WASTEWATER SERVICE TO BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
- MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
- THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 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.
- LOTS 2 AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY AND LOTS 4 AND 5 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY. A STANDARD STREET SIGN SHALL BE INSTALLED MARKING THE DRIVEWAY AS REQUIRED BY THE WILLIAMSON COUNTY DRIVEWAY POLICY, THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT DETAIL SMD(TWT)-08. A STREET SIGN SHALL BE MARKED AS "MEJIA RANCH ROAD" FOR LOTS 2 AND 3, AND A STREET SIGN MARKED "GAONA WAY" FOR LOTS 4 AND 5.
- NO LOT IN THIS SUBDIVISION IS ENCLOSED 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.48491C0325F, EFFECTIVE DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOTS 1-5 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
- FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 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.
- THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 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.
- THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY JENNIFER L. HENDERSON, P.E., DATED OCTOBER 31, 2022.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, JEN HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0325F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 13th DAY OF September, 2023.

Jennifer L. Henderson  
JENNIFER L. HENDERSON  
REGISTERED PROFESSIONAL ENGINEER  
NO. 116883 STATE OF TEXAS



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 DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Buttrick  
J. TERRON EVERTSON, P.E., D.R., C.F.M.  
WILLIAMSON COUNTY ENGINEER

11/01/2023  
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 14th DAY OF September 2023 A.D.

Jessie Baker Teresa Baker  
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 Gravel Jr.  
BILL GRAVELL JR., COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

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  
NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

SHEET 02 OF 02

**Henderson Professional Engineers**  
  
 600 ROUND ROCK WEST DRIVE, SUITE 604  
 ROUND ROCK, TX 78681  
 512.350.6228  
 PELS FIRM #F-22208  
 www.hendersonpe.com  
 WBE210166 | HUB 1853873845300

Plotted by: Adam, Plot date: 13/09/2023, File name: n:\wz\_projects\2023\12\10\UZ mejia platw. Sineer\FINAL PLAT-FPHASE 1.dwg

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 11/07/2023

Final plat for the Enclave at Jarrell Phase 1 subdivision – Pct 4

**Submitted For:** Robert Daigh

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Enclave at Jarrell Phase 1 subdivision – Precinct 4.

**Background**

This is the first phase of the Enclave at Jarrell development. It consists of 8 lots and 586 linear feet of new public roads. Roadway and drainage construction has been completed.

**Timeline**

- 2019-03-22 – initial submittal of final plat
- 2019-04-08 – 1st review complete with comments
- 2019-08-03 – 2nd submittal of final plat
- 2019-08-18 – 2nd review complete with comments
- 2023-02-06 – 3rd submittal of final plat
- 2023-02-21 – 3rd review complete with comments
- 2023-04-10 – 4th submittal of final plat
- 2023-04-11 – 4th review complete with comments
- 2023-09-01 – 5th submittal of final plat
- 2023-09-13 – 5th review complete with comments clear except completing construction
- 2023-10-23 – roadway and drainage construction complete
- 2023-11-01 – receipt of final plat with signatures
- 2023-11-02 – final plat placed on the November 7, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

final plat - Enclave at Jarrell Ph 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 12:00 PM

Started On: 11/02/2023 11:21 AM

# FINAL PLAT THE ENCLAVE AT JARRELL PHASE ONE

BEING A 9.420 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, WILLIAMSON COUNTY, TEXAS, SAID 9.420 ACRE TRACT, BEING A PORTION OF THAT CALLED 21.300 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016026572, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

RIGHT-OF-WAY TABLE	
R.O.W. LENGTH	586'
R.O.W. WIDTH	60'
ROAD WIDTH	29' EOC-EOC
DESIGN SPEED	30MPH
CLASSIFICATION	LOCAL
DESIGNATION	PUBLIC

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S19° 54' 24"E	20.01'
L2	N21° 38' 18"W	20.00'
L3	S05° 37' 41"W	64.06'
L4	S13° 34' 44"E	86.23'
L5	S48° 23' 05"E	62.44'
L6	S69° 03' 23"E	11.99'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	34.50'	30.01'	49°50'04"	N46° 24' 51"W	29.07'
C2	65.50'	57.11'	49°57'32"	N46° 21' 07"W	55.32'
C3	65.50'	56.83'	49°42'35"	N03° 28' 57"E	55.06'
C4	34.50'	30.01'	49°50'04"	N03° 25' 13"E	29.07'
C5	34.50'	30.01'	49°50'04"	S46° 24' 51"E	29.07'
C6	65.50'	57.11'	49°57'32"	S46° 21' 07"E	55.32'
C7	65.50'	56.83'	49°42'33"	S03° 28' 57"W	55.06'
C8	34.50'	30.01'	49°50'04"	S03° 25' 13"W	29.07'

### FIELD NOTES FOR A 9.420 ACRE TRACT OF LAND:

BEING A 9.420 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, WILLIAMSON COUNTY, TEXAS, SAID 9.420 ACRE TRACT, BEING A PORTION OF THAT CALLED 21.300 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016026572, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 9.420 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD LOCATED IN THE SOUTHEAST RIGHT-OF-WAY LINE OF FARM TO MARKET 487, SAID POINT BEING THE NORTHWEST CORNER OF SAID 21.300 ACRE TRACT AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**1. THENCE**, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 487, THE NORTHWEST LINE OF SAID 21.300 ACRE TRACT, **N 68° 37' 39" E**, A DISTANCE OF **684.68'**, TO A 1/2" IRON ROD SET WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED AT THE NORTHEAST CORNER OF SAID 21.300 ACRE TRACT, BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEAST LINE OF SAID 21.300 ACRE TRACT, THE SOUTHWEST LINE OF A CALLED 21.516 ACRE TRACT RECORDED IN DOCUMENT NO. 2015037249, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE FOLLOWING TWO (2) COURSES DISTANCES:

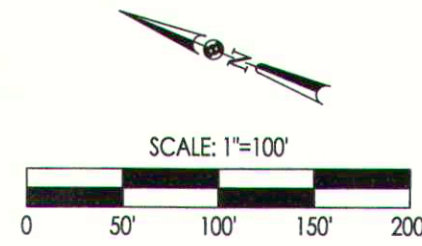
**2. S 19° 54' 24" E**, A DISTANCE OF **367.38'**, TO A 1/2" IRON ROD FOUND FOR ANGLE;

**3. S 21° 53' 08" E**, A DISTANCE OF **268.75'**, TO A 1/2" IRON ROD SET WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

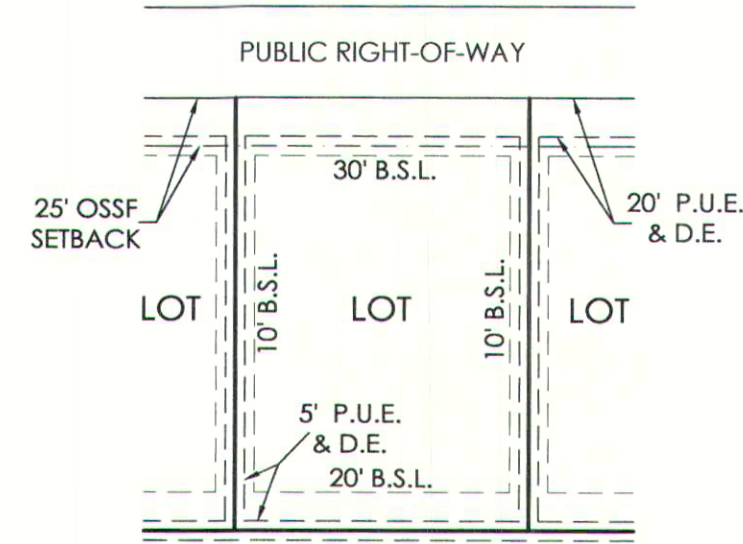
**4. THENCE**, ACROSS SAID 21.300 ACRE TRACT, **S 68° 37' 39" W**, A DISTANCE OF **674.61'**, TO A 1/2" IRON ROD SET WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING IN THE SOUTHWEST LINE OF THE PARENT 21.300 ACRE TRACT;

**5. THENCE**, WITH THE SOUTHWEST LINE OF SAID 21.300 ACRE TRACT, **N 21° 38' 18" W**, A DISTANCE OF **606.01'**, TO THE POINT OF BEGINNING CONTAINING **9.420 ACRES** OF LAND.

**NOTE:** THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.



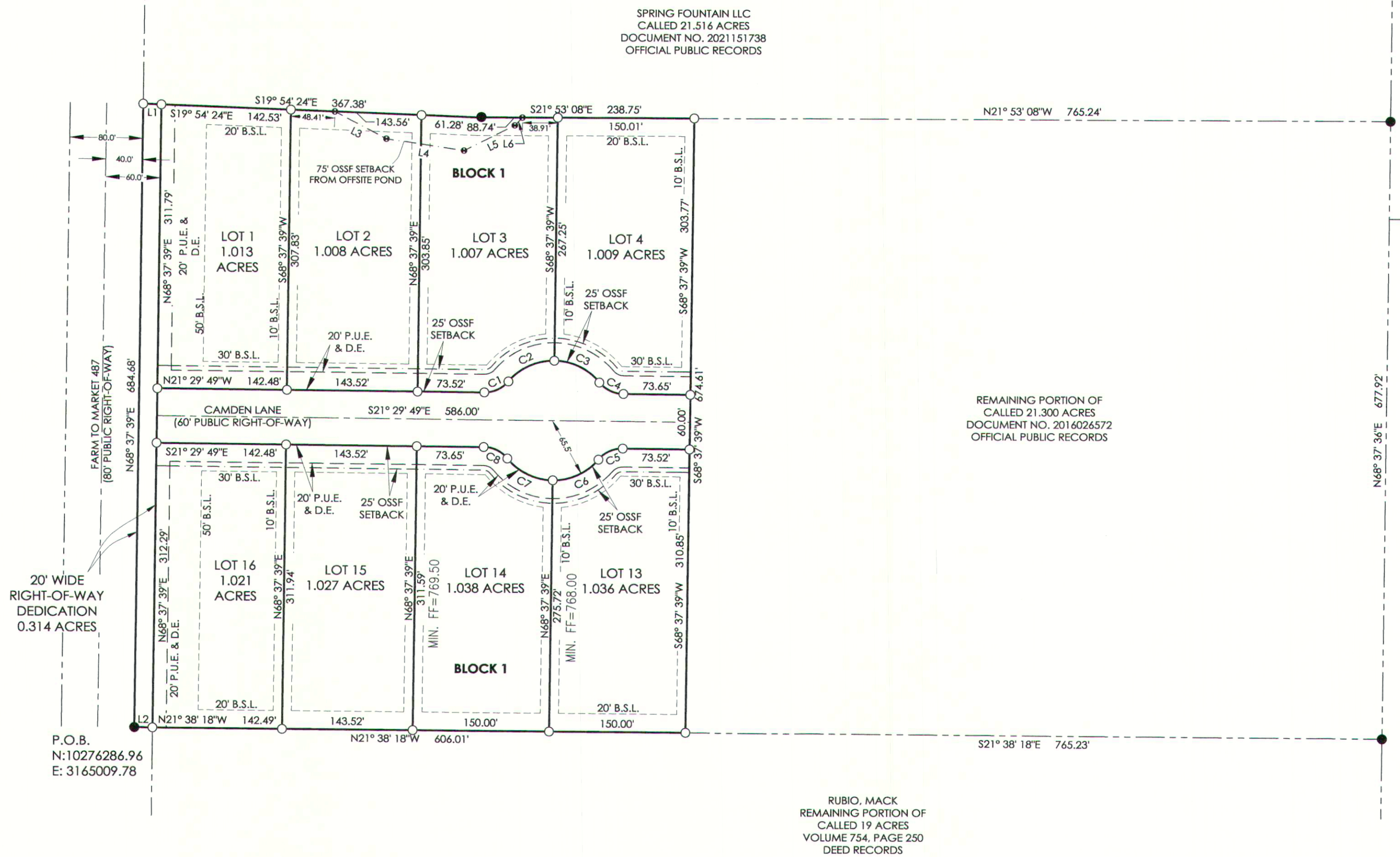
- LEGEND**
- P.O.B. POINT OF BEGINNING
  - 1/2" IRON ROD FOUND
  - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
  - B.S.L. BUILDING SETBACK LINE
  - D.E. DRAINAGE EASEMENT
  - P.U.E. PUBLIC UTILITY EASEMENT



**TYPICAL LOT DETAIL**  
N.T.S. (ESTABLISHED ON ALL LOTS)

**SUBDIVISION DETAIL:**  
 - SUBDIVISION ACREAGE: 9.420  
 - RIGHT-OF-WAY AREA: 1.261  
 - LOT COUNT: 8  
 - AVERAGE LOT DENSITY: 1.020

DRIVEWAY CULVERT TABLE	
LOTS	# OF BARRELS X SIZE (IN.)
1-3	1 x 18"
4	1 x 24"
13	1 x 24"
14-16	1 x 18"



SPRING FOUNTAIN LLC  
CALLED 21.516 ACRES  
DOCUMENT NO. 2021151738  
OFFICIAL PUBLIC RECORDS

REMAINING PORTION OF  
CALLED 21.300 ACRES  
DOCUMENT NO. 2016026572  
OFFICIAL PUBLIC RECORDS

BARTON, CHARLES & MICHELE  
CALLED 4.000 ACRES  
DOCUMENT NO. 2022072202  
OFFICIAL PUBLIC RECORDS

BARTON, CHARLES  
CALLED 81.91 ACRES  
DOCUMENT NO. 9642133  
OFFICIAL PUBLIC RECORDS

RUBIO, MACK  
REMAINING PORTION OF  
CALLED 19 ACRES  
VOLUME 754, PAGE 250  
DEED RECORDS

**OWNER/DEVELOPER:**  
1ST VALUE HOMES  
ELMER LIZAMA  
P.O. BOX 1004  
JARRELL, TEXAS  
512-818-6333

**SURVEYOR:**  
QUICK INC.  
C/O TRAVIS QUICKSALL,  
R.P.L.S.  
1430 N. ROBERTSON ROAD  
SALADO, TEXAS 76571  
OFF: (512) 915-4950  
TQUICKSALL@QUICK-INC.NET

**AGENT/ENGINEER:**  
CLARK ASSOCIATES  
C/O MONTY CLARK, P.E.  
215 NORTH MAIN  
TEMPLE, TEXAS 78628  
OFF: (254) 899-0899  
MCLARK@CLARK-ASSOC.COM

**Quick Inc.**  
Land Surveying, Development.  
Firm: 10194104 • 512-915-4950  
Physical Address: 831 N. Main Street, Salado 76571  
Mailing Address: P.O. Box 798, Salado 76571

DATE: SEPTEMBER 18, 2023  
JOB NO. 17-2300  
SHEET 1 OF 2



**Commissioners Court - Regular Session**

28.

**Meeting Date:** 11/07/2023

Preliminary plat for the Burford Ranch subdivision – Pct 4

**Submitted For:** Robert Daigh

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Burford Ranch subdivision – Precinct 4.

**Background**

This proposed consists of 104 single family lots, 15 commercial/industrial lots, 8 landscape lots, 1 drainage lot and 14,532 linear feet of new roads on 237.843 acres.

**Timeline**

- 2022-11-02 – initial submittal of the preliminary plat
- 2022-12-02 – 1st review complete with comments
- 2023-07-06 – 2nd submittal of preliminary plat
- 2023-07-21 – 2nd review complete with comments
- 2023-09-06 – 3rd submittal of preliminary plat
- 2023-09-21 – 3rd review complete with comments
- 2023-09-26 – 4th submittal of preliminary plat
- 2023-10-11 – 4th review complete with comments
- 2023-10-18 – 5th submittal of preliminary plat
- 2023-11-02 – 5th review complete with comments clear
- 2023-11-02 – preliminary plat placed on the November 7, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

preliminary plat - Burford Ranch

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 12:00 PM

Started On: 11/02/2023 11:30 AM

LEGAL DESCRIPTION:

237.843 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALL OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 28.771 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2021044342 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 206.307 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 2608, PAGE 330 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

BURFORD RANCH WILLIAMSON COUNTY

PRELIMINARY PLAT - NOT FOR RECORDATION

Owner: 05 RANCH INVESTMENTS, LLC. 4421 Rowe Lane Pflugerville, TX 78660 Office: 512-903-1933 Call: 512-923-1056 mitemann@development.com Engineer: Matthew Mitchell, P.E. ALM Engineering, Inc. 925 S. Capital of TX Hwy. Ste. B220 West Lake Hills, Texas 78746 512-431-9600 almeng@sbcglobal.net Shane Shafer, RPLS DIAMOND SURVEYING, INC. 116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100 shane@diamondsurveying.onmicrosoft.com

THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 105, 106, 113, 115, 121, 124, 125, 126, BLOCK A, PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 105, 106, 113, 115, 121, 124, 125, 126, BLOCK A, INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

Total Number of Blocks: 3 Total Number of Lots: 127 Total Acreage: 237.843 AC

Submittal Date: Prepared: November 2, 2022

UTILITIES

WATER WILL BE PROVIDED BY EXTENDING AN 8" WATER MAIN SOUTH ALONG SH 95 FROM FM 1660 TO THE SOUTHWEST CORNER OF THE TRACT AND EAST ALONG CR 454 FROM THE INTERSECTION OF SH 95 AND CR 454.

WASTEWATER WILL BE PROVIDED OSSF INDIVIDUALLY PERMITTED THROUGH WILLIAMSON COUNTY ENGINEER'S OFFICE.

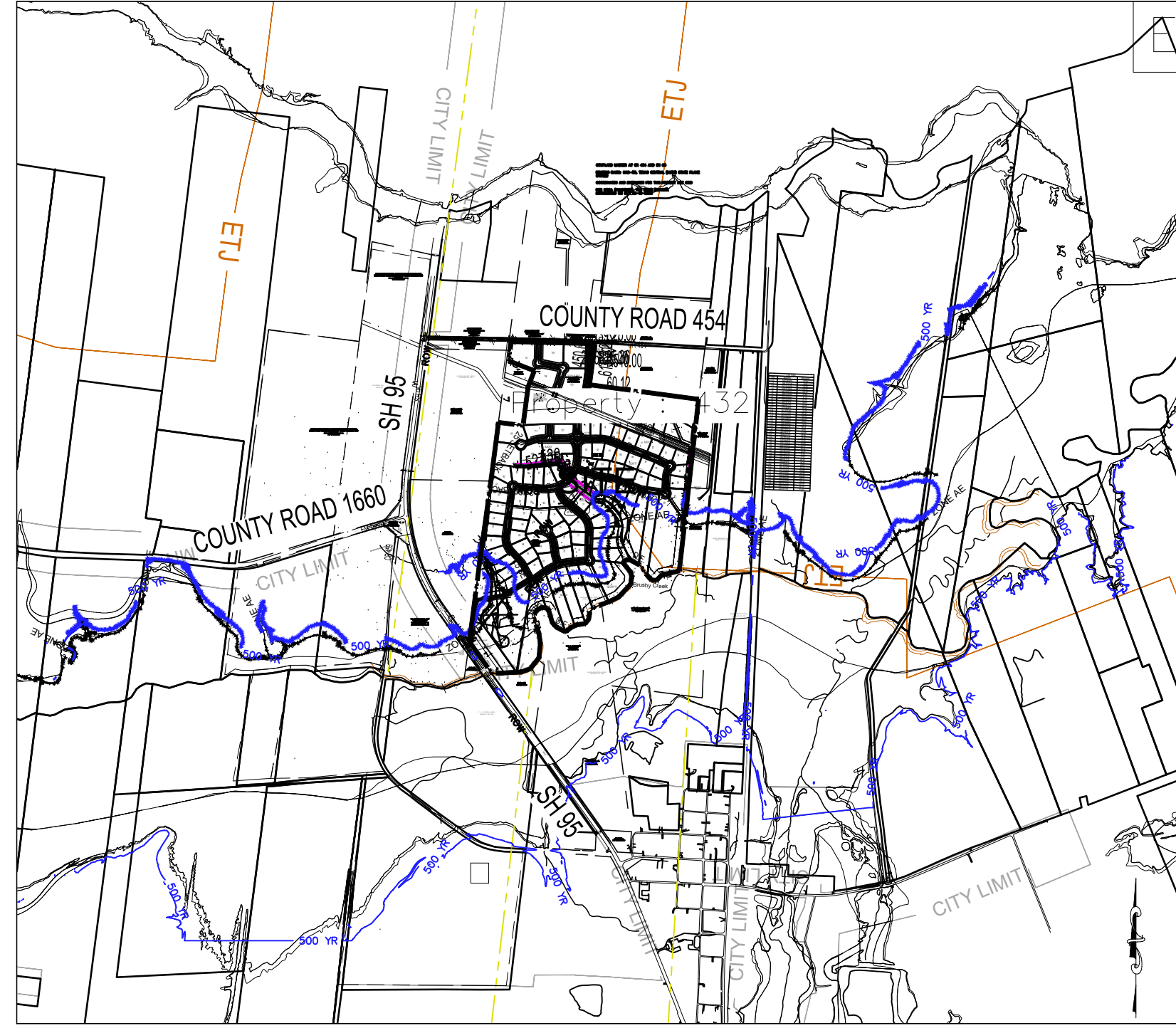
Water Provider: MANVILLE W.S.C. 13805 State Hwy 95, Coupland, TX 78615 (512) 856-2488

Wastewater: OSSF

Electrical Supply: ONCOR ELECTRIC 3620 Franklin Av. Waco, TX 76710 (512)244-5656

Table with 8 columns: STREET NAME, CLASSIFICATION, TRIPS PER DAY, DESIGN SPEED, LENGTH, ROW WIDTH, PAVEMENT WIDTH, ROAD SECTION, DEDICATION. Lists roads like BRUSHY LANE, BROCATO WAY, HUGHES DRIVE, etc.

Table with 6 columns: Number, Description, Revise (R) Add (A) Void (V) Sheet No.'s, Total # Sheets in Plan Set, REVISION DATE, WILLIAMSON COUNTY.



THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.

C10.1 Drainage Maintenance MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

C10.2 Utility Service Providers: WATER SERVICE IS PROVIDED BY: MANVILLE W.S.C. WASTEWATER SERVICE IS PROVIDED BY: OSSF

C10.3 Improvements within the Right-of-way or Road widening easements THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

C10.4 Rural Mailboxes 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.

C10.6 Sight Distance Easements NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

C10.7 SIDEWALK MAINTENANCE ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS

C10.9 Minimum Finished Floor Elevation THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

C10.11 Homeowners Association THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION AND/OR MUNICIPAL UTILITY DISTRICT THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOA AND/OR M.U.D. WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPING AND IMPROVEMENT LOCATED WITHIN THE CENTRAL ISLAND OF THE ROUNDABOUT. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE. THE HOA AND/OR MUNICIPAL UTILITY DISTRICT WILL OWN AND MAINTAIN LOTS 105, 106, 113, 115, 121, 124, 125, & 126 BLOCK A. THE HOA WILL OWN LOT 127, BLOCK A.

C10.14 Driveway Maintenance 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.

C11.2.3 FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

C12.1 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.

LOT 51, BLOCK A, MAY NOT BE FURTHER SUBDIVIDED. (WCSP F1.2)

Table with 8 columns: LOT NUMBER, AREA sf, ALLOWABLE IMP. (%), ALLOWABLE IMP. (sf). Lists lots 1 through 127 and a TOTAL row.

- 1 COVER SHEET
2 EXISTING CONDITIONS & DEMO
3 OVERALL PRELIMINARY
4 PAVEMENT AND TRAFFIC CIRCLE DETAILS
5 PRELIMINARY PLAT SHEET 1
6 PRELIMINARY PLAT SHEET 2
7 PRELIMINARY PLAT SHEET 3
8 WATER UTILITY LAYOUT
9 CULVERT LOCATIONS AND SIZES
10 ROADWAY CLASSIFICATION CALCULATIONS

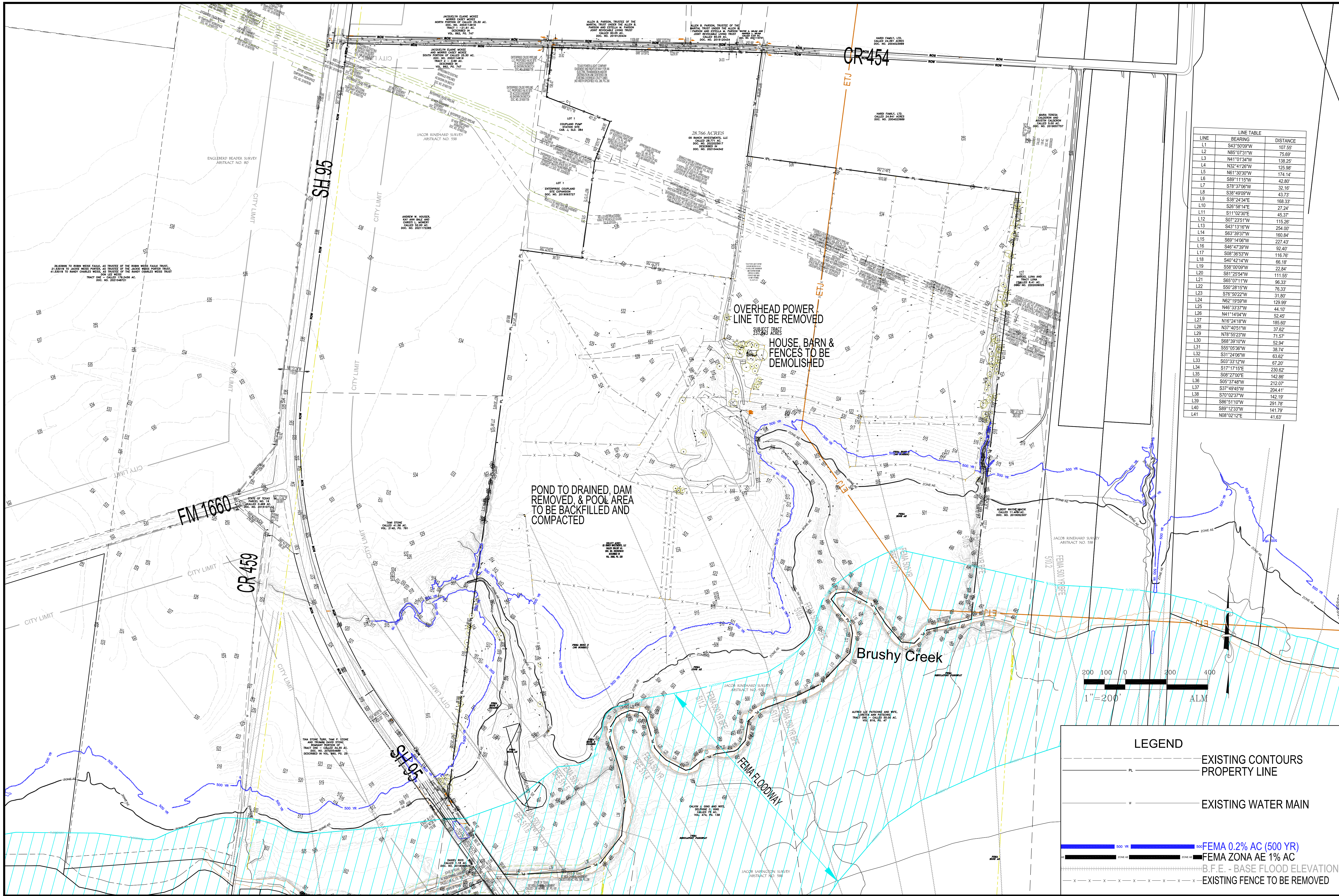
GRID COORDINATES: Point No., Northing(Y), Easting(X), Elev(Z), Description. Includes benchmarks and iron rod set locations.

FLOOD PLAIN THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING A MINIMUM OF 2 FT TO THE PRE-ATLAS-14 500 YR FEMA FIS PROFILE WATER SURFACE ELEVATION.

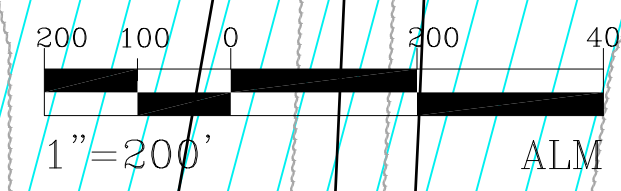
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF PFLUGERVILLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

BURFORD RANCH PRELIMINARY PLAT NOT FOR RECORDATION

Vertical sidebar containing: REVISION, DATE, SCALE, DATE, JOB, DRAWN BY, CHECKED BY, ALM ENGINEERING, INC. CONSULTING ENGINEERS, F-3565, PO Box 536, Dripping Springs, Texas, 78620 (512) 431-9600 matt@almengr.com, STATE OF TEXAS seal, PRELIMINARY PLAT, BURFORD RANCH, COUPLAND, TX & WILLIAMSON COUNTY, BURFORD RANCH, 10-11-2023, 1 of 10.



LINE	BEARING	DISTANCE
L1	S43°50'09"W	107.55'
L2	N85°07'31"W	75.69'
L3	N41°01'34"W	138.25'
L4	N32°41'26"W	123.95'
L5	N61°30'30"W	174.14'
L6	S89°11'15"W	42.80'
L7	S78°37'06"W	32.16'
L8	S38°49'09"W	43.73'
L9	S38°24'34"E	168.33'
L10	S26°58'14"E	27.24'
L11	S11°02'30"E	45.37'
L12	S07°23'51"W	115.26'
L13	S43°13'15"W	254.00'
L14	S63°39'37"W	129.99'
L15	S69°14'06"W	44.10'
L16	S46°47'38"W	92.40'
L17	S08°36'53"W	116.76'
L18	S40°42'14"W	66.18'
L19	S58°00'09"W	22.84'
L20	S81°25'54"W	111.55'
L21	S65°07'11"W	96.33'
L22	S50°28'15"W	76.33'
L23	S70°50'22"W	31.80'
L24	N62°19'59"W	52.45'
L25	N46°33'37"W	129.99'
L26	N41°14'04"W	44.10'
L27	N16°24'18"W	165.60'
L28	N37°40'51"W	37.62'
L29	N78°55'23"W	71.57'
L30	S68°39'10"W	52.94'
L31	S55°05'36"W	38.74'
L32	S31°24'06"W	63.62'
L33	S03°33'12"W	67.20'
L34	S17°17'15"E	230.62'
L35	S06°27'02"E	142.86'
L36	S05°37'48"W	212.07'
L37	S37°49'45"W	204.41'
L38	S70°02'37"W	142.19'
L39	S86°51'10"W	291.78'
L40	S88°12'33"W	141.79'
L41	N08°02'12"E	41.63'



LEGEND	
	EXISTING CONTOURS
	PROPERTY LINE
	EXISTING WATER MAIN
	FEMA 0.2% AC (500 YR)
	FEMA ZONA AE 1% AC
	B.F.E. - BASE FLOOD ELEVATION
	EXISTING FENCE TO BE REMOVED

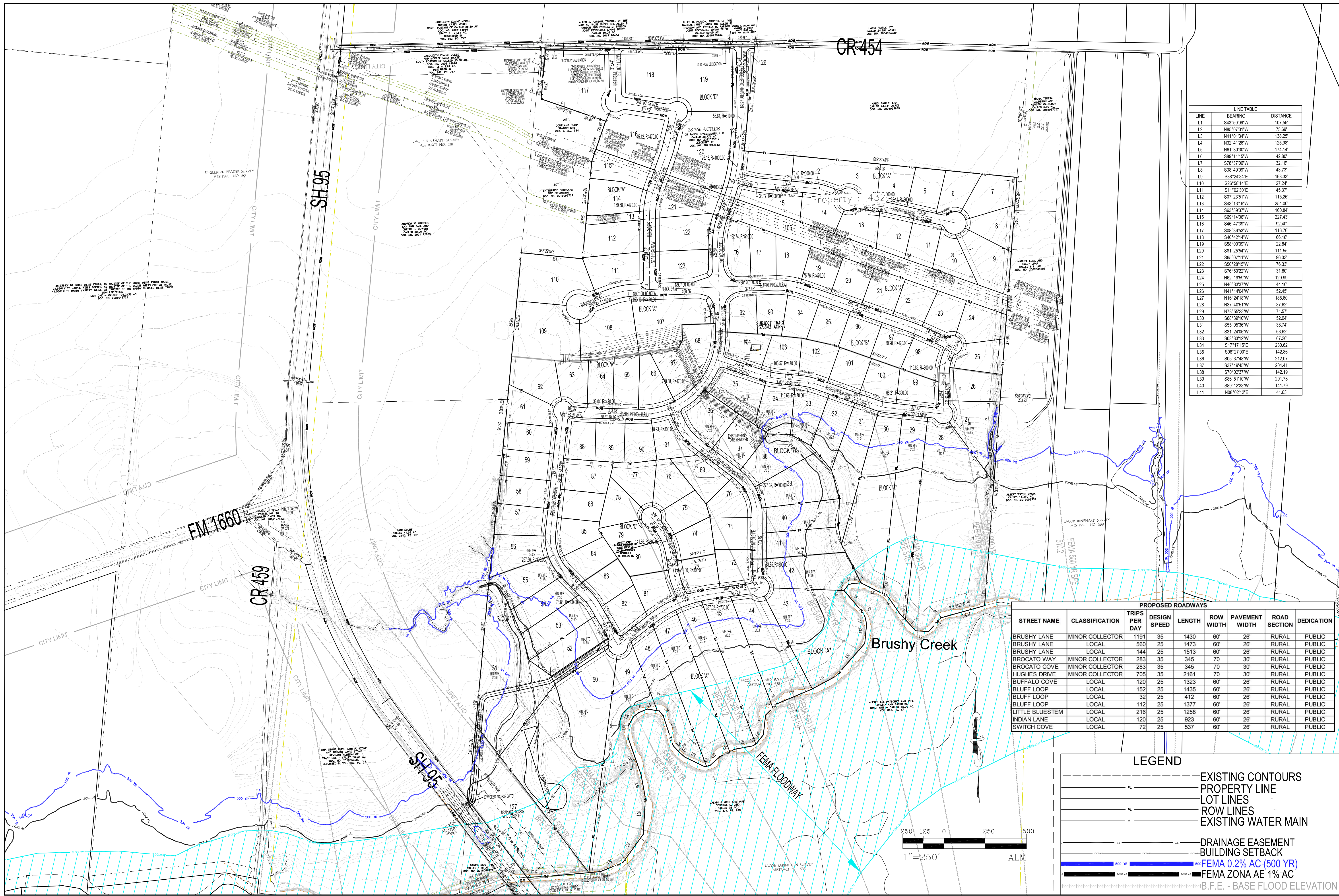
DATE		REVISION	
SCALE:	SEE MAPS	#	
DATE:	9/6/2022		
JOB:			
DRAWN BY:			
CHECKED BY:			

**ALM ENGINEERING, INC.**  
 F-3565  
 CONSULTING ENGINEERS  
 PO Box 536  
 Dripping Springs, Texas, 78620  
 (512) 431-9600 \* mat@almengr.com

STATE OF TEXAS  
 MATTHEW MITCHELL  
 83335  
 9-26-2023

EXISTING CONDITIONS AND DEMO	
BURFORD RANCH	
COUPLAND, TX & WILLIAMSON COUNTY	
BURFORD RANCH	

2 of 10



LINE TABLE

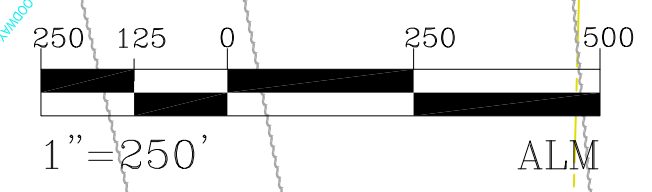
LINE	BEARING	DISTANCE
L1	S43°50'09"W	107.55
L2	N85°07'31"W	75.89
L3	N41°01'34"W	138.25
L4	N32°41'26"W	125.98
L5	N61°30'30"W	174.14
L6	S89°11'15"W	42.80
L7	S78°37'06"W	32.16
L8	S38°49'09"W	43.73
L9	S38°24'34"E	168.33
L10	S26°58'14"E	27.24
L11	S11°02'30"E	45.37
L12	S07°23'51"W	115.26
L13	S43°13'16"W	254.00
L14	S83°39'37"W	160.84
L15	S89°14'06"W	227.43
L16	S46°47'39"W	92.40
L17	S08°36'53"W	116.76
L18	S40°42'14"W	66.18
L19	S58°00'09"W	22.84
L20	S81°25'54"W	111.55
L21	S65°07'11"W	96.33
L22	S69°28'15"W	78.33
L23	S76°50'22"W	31.87
L24	N62°19'59"W	129.99
L25	N46°33'37"W	44.10
L26	N41°14'04"W	52.45
L27	N16°24'18"W	185.60
L28	N37°40'51"W	37.62
L29	N78°55'23"W	71.57
L30	S68°39'10"W	52.94
L31	S55°05'36"W	38.74
L32	S31°24'06"W	63.62
L33	S03°53'12"W	67.20
L34	S17°17'15"E	230.62
L35	S08°27'00"E	142.88
L36	S05°37'48"W	212.07
L37	S37°49'45"W	204.41
L38	S70°02'37"W	142.19
L39	S86°51'10"W	291.78
L40	S89°12'33"W	141.79
L41	N08°02'12"E	41.63

PROPOSED ROADWAYS

STREET NAME	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
BRUSHY LANE	MINOR COLLECTOR	1191	35	1430	60'	26'	RURAL	PUBLIC
BRUSHY LANE	LOCAL	560	25	1473	60'	26'	RURAL	PUBLIC
BRUSHY LANE	LOCAL	144	25	1513	60'	26'	RURAL	PUBLIC
BROCATO WAY	MINOR COLLECTOR	283	35	345	70	30'	RURAL	PUBLIC
BROCATO COVE	MINOR COLLECTOR	283	35	345	70	30'	RURAL	PUBLIC
HUGHES DRIVE	MINOR COLLECTOR	705	35	2161	70	30'	RURAL	PUBLIC
BUFFALO COVE	LOCAL	120	25	1323	60'	26'	RURAL	PUBLIC
BLUFF LOOP	LOCAL	152	25	1435	60'	26'	RURAL	PUBLIC
BLUFF LOOP	LOCAL	32	25	412	60'	26'	RURAL	PUBLIC
BLUFF LOOP	LOCAL	112	25	1377	60'	26'	RURAL	PUBLIC
LITTLE BLUESTEM	LOCAL	216	25	1258	60'	26'	RURAL	PUBLIC
INDIAN LANE	LOCAL	120	25	923	60'	26'	RURAL	PUBLIC
SWITCH COVE	LOCAL	72	25	537	60'	26'	RURAL	PUBLIC

LEGEND

- EXISTING CONTOURS
- PROPERTY LINE
- LOT LINES
- ROW LINES
- EXISTING WATER MAIN
- DRAINAGE EASEMENT
- BUILDING SETBACK
- FEMA 0.2% AC (500 YR)
- FEMA ZONA AE 1% AC
- B.F.E. - BASE FLOOD ELEVATION



DATE		REVISION	
SCALE:	SEE MAPS	#	
DATE:	6/6/2023		
JOB:			
DRAWN BY:			
CHECKED BY:			

**ALM ENGINEERING, INC.**  
 F-3565  
 CONSULTING ENGINEERS  
 PO Box 536  
 Dripping Springs, Texas, 78620  
 (512) 431-9600 \* mat@almengr.com

STATE OF TEXAS  
 MATTHEW MITCHELL  
 83335  
 9-26-2023

OVERALL PRELIMINARY  
 BURFORD RANCH  
 COUPLAND, TX & WILLIAMSON COUNTY  
 BURFORD RANCH

3 of 10

PROPOSED ROADWAYS								
STREET NAME	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
BRUSHY LANE	MINOR COLLECTOR	1191	35	1430	60'	26'	RURAL	PUBLIC
BRUSHY LANE	LOCAL	560	25	1473	60'	26'	RURAL	PUBLIC
BRUSHY LANE	LOCAL	144	25	1513	60'	26'	RURAL	PUBLIC
BROCATO WAY	MINOR COLLECTOR	283	35	345	70'	30'	RURAL	PUBLIC
BROCATO COVE	MINOR COLLECTOR	283	35	345	70'	30'	RURAL	PUBLIC
HUGHES DRIVE	MINOR COLLECTOR	705	35	2161	70'	30'	RURAL	PUBLIC
BUFFALO COVE	LOCAL	120	25	1323	60'	26'	RURAL	PUBLIC
BLUFF LOOP	LOCAL	152	25	1435	60'	26'	RURAL	PUBLIC
BLUFF LOOP	LOCAL	32	25	412	60'	26'	RURAL	PUBLIC
BLUFF LOOP	LOCAL	112	25	1377	60'	26'	RURAL	PUBLIC
LITTLE BLUESTEM	LOCAL	216	25	1258	60'	26'	RURAL	PUBLIC
INDIAN LANE	LOCAL	120	25	923	60'	26'	RURAL	PUBLIC
SWITCH COVE	LOCAL	72	25	537	60'	26'	RURAL	PUBLIC

Minimum Local Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55 <sup>(1)</sup>	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2"	2"	2"	TxDOT Item 340 D-GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)(5)	12"	12"	14"	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8"	8"	TxDOT Item 260

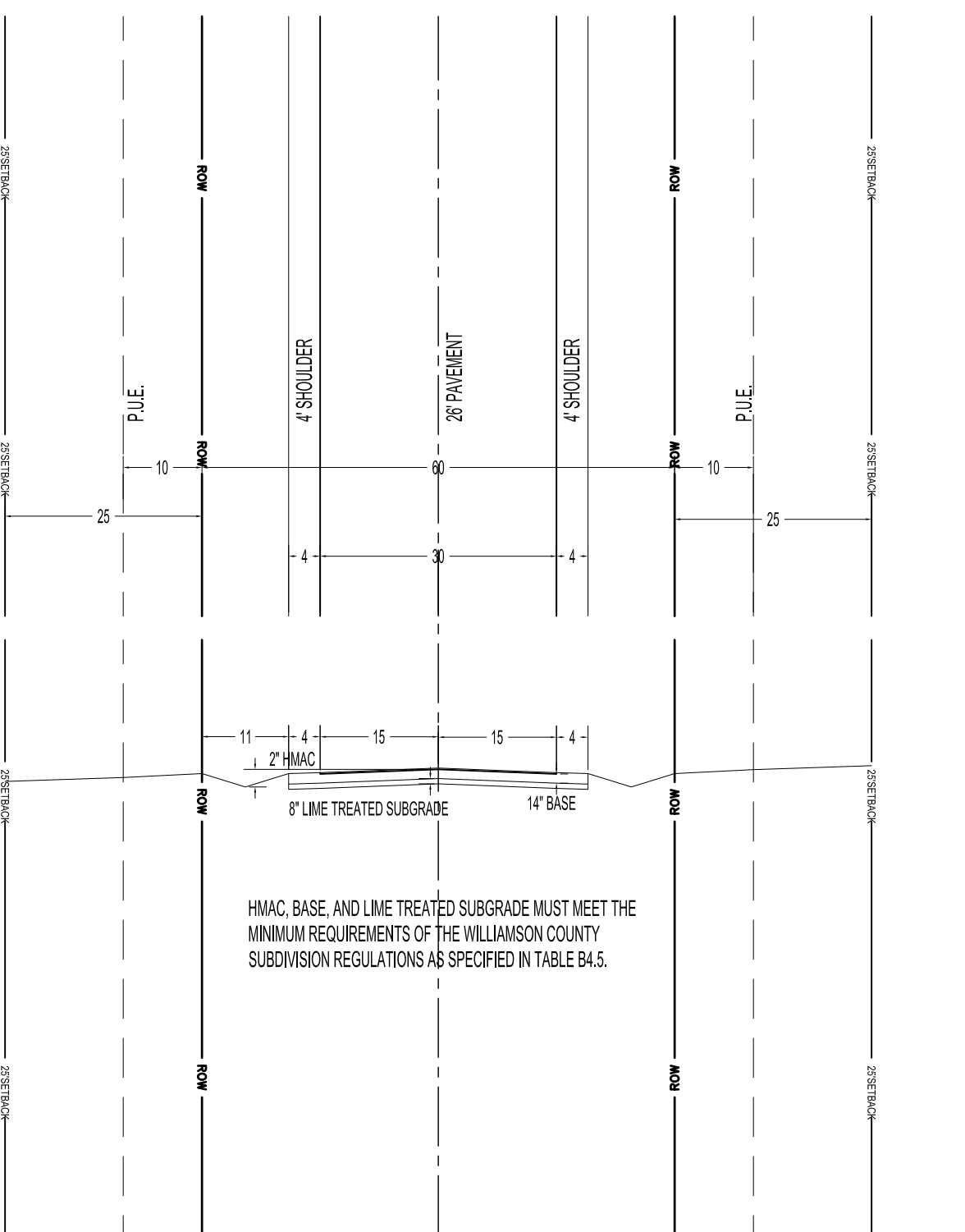
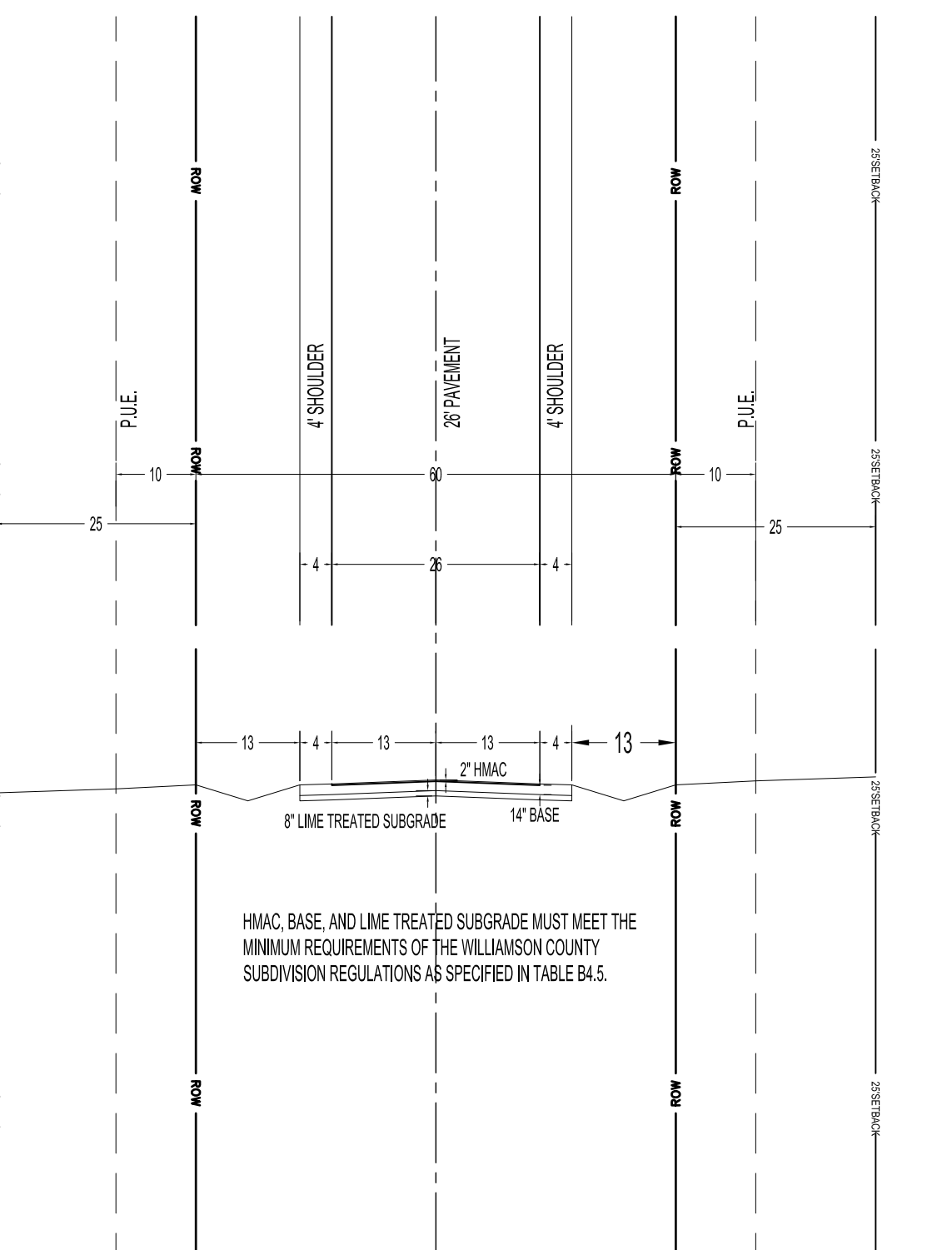
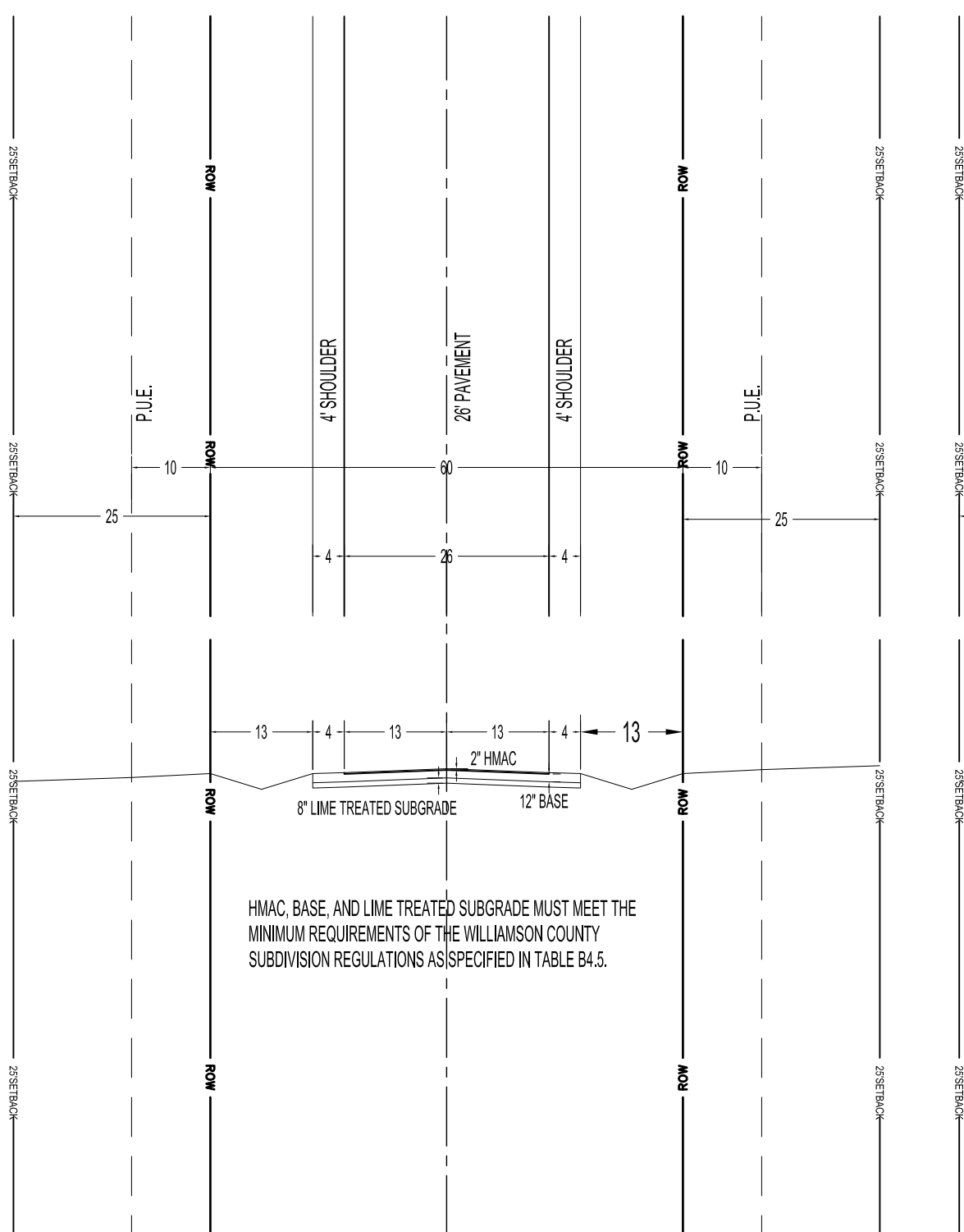
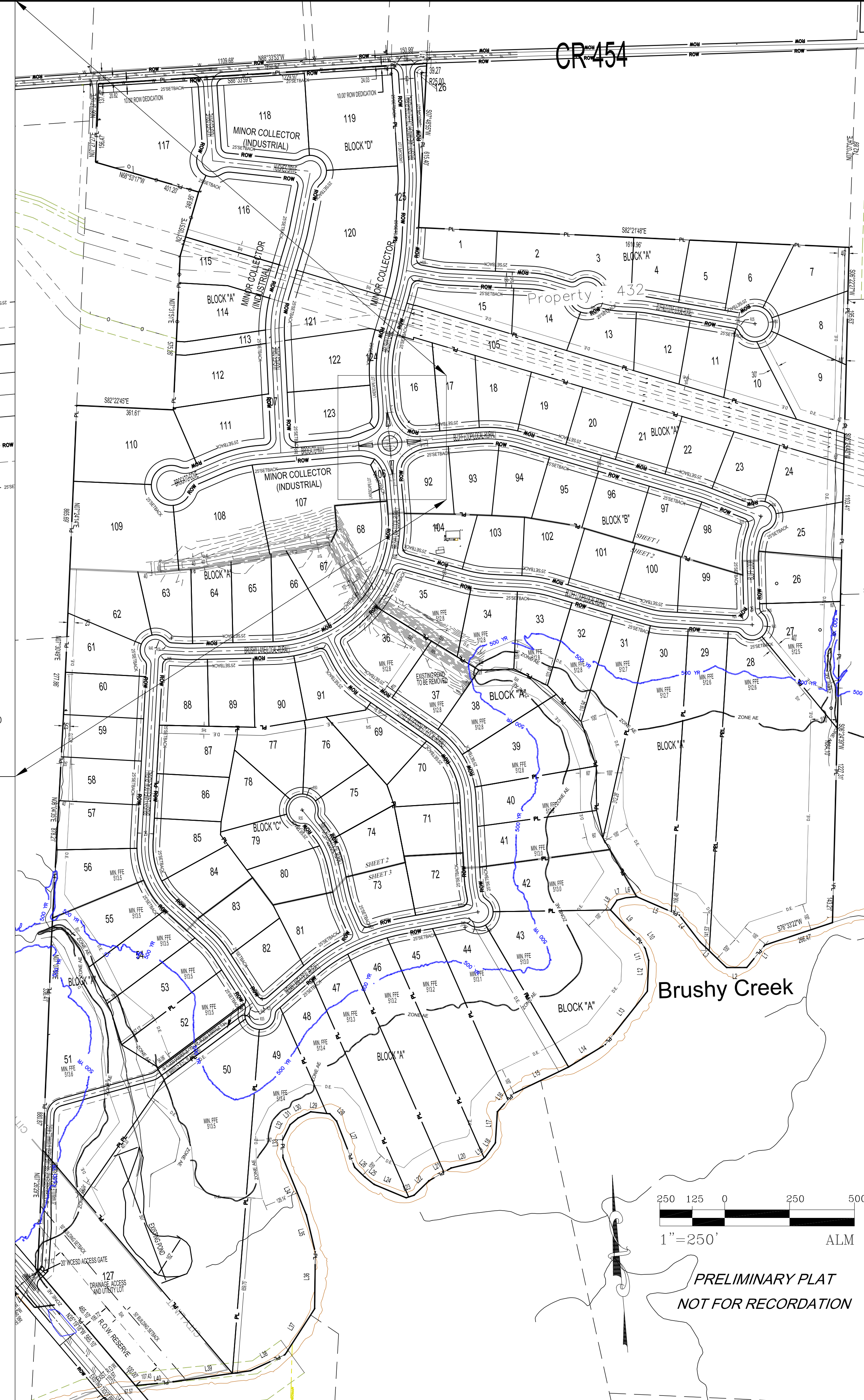
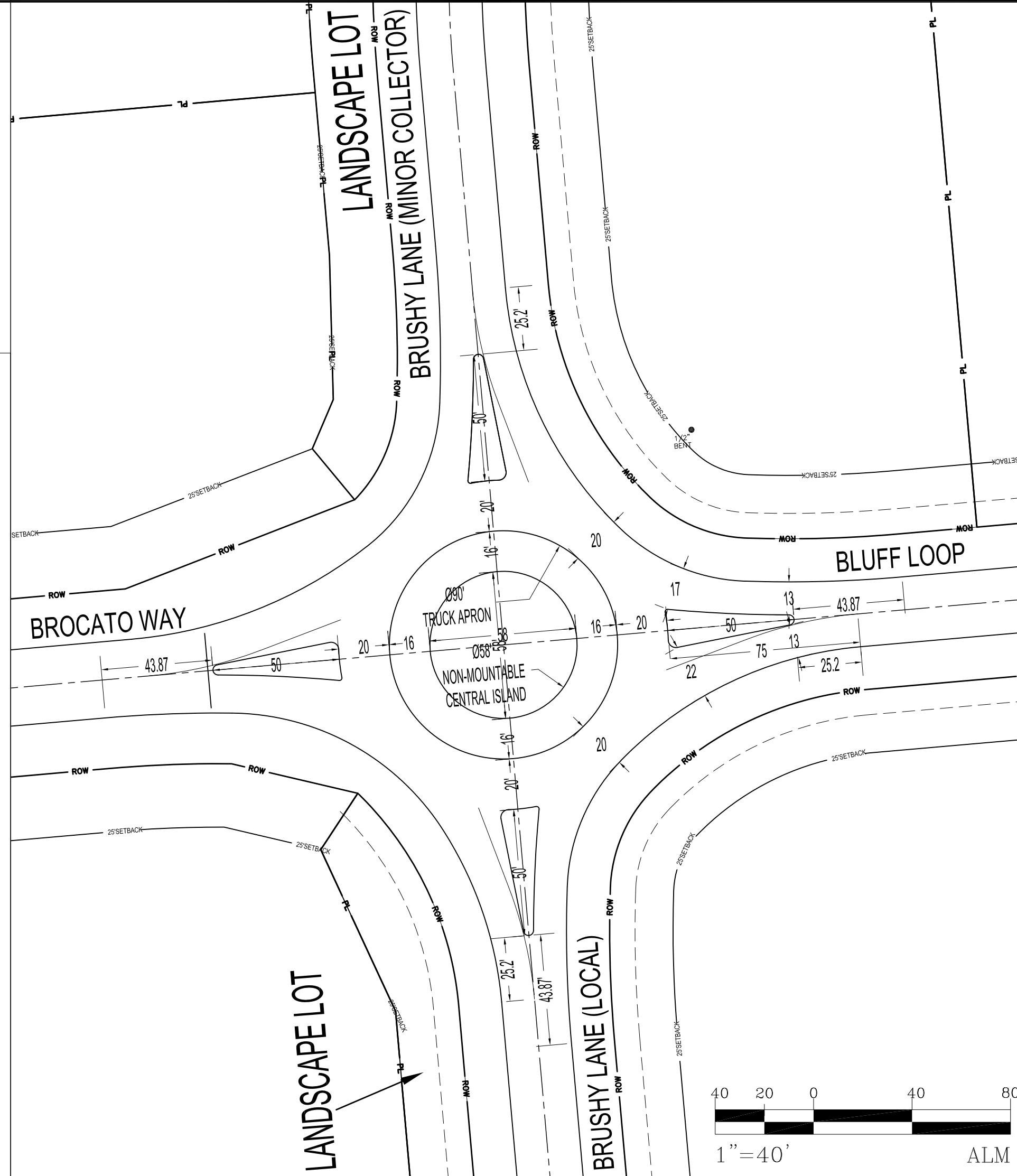
**Notes:**

- (1) For Urban See Appendix B7 - B10 for HMA material requirements. Rural is also allowed B7.11
- (2) See Appendix B8 for additional Flexible Base specifications.
- (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil.
- (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer.
- (5) Should solid rock be encountered prior to the depth necessary for 12" of base material underneath 2" HMA, a substitute pavement design may be allowed. Substitute pavement design shall have a base thickness no less than 8" and existing material shall be excavated to the exposed solid rock layer. No significant amount of existing material shall be left remaining between the base layer and the rock layer.

Minimum Collector Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-35	PI 35-55 <sup>(1)</sup>	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2"	2"	2"	TxDOT Item 340 D-GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)(5)	14"	14"	16"	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8"	8"	TxDOT Item 260

**Notes:**

- (1) (1) For Urban See Appendix B7 - B10 for HMA material requirements. Rural is also allowed B7.11
- (2) See Appendix B8 for additional Flexible Base specifications.
- (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil.
- (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer.
- (5) Should solid rock be encountered prior to the depth necessary for 14" of base material underneath 2" HMA, a substitute pavement design may be allowed. Substitute pavement design shall have a base thickness no less than 10" and existing material shall be excavated to the exposed solid rock layer. No significant amount of existing material shall be left remaining between the base layer and the rock layer.



LOCAL STREET SECTION  
26' PAVEMENT WIDTH

MINOR COLLECTOR STREET SECTION  
26' PAVEMENT WIDTH

MINOR COLLECTOR INDUSTRIAL STREET SECTION  
30' PAVEMENT WIDTH

DATE	
REVISION	
#	
SEE MAPS	7/3/2023
SCALE:	
DATE:	
JOB:	
DRAWN BY:	
CHECKED BY:	

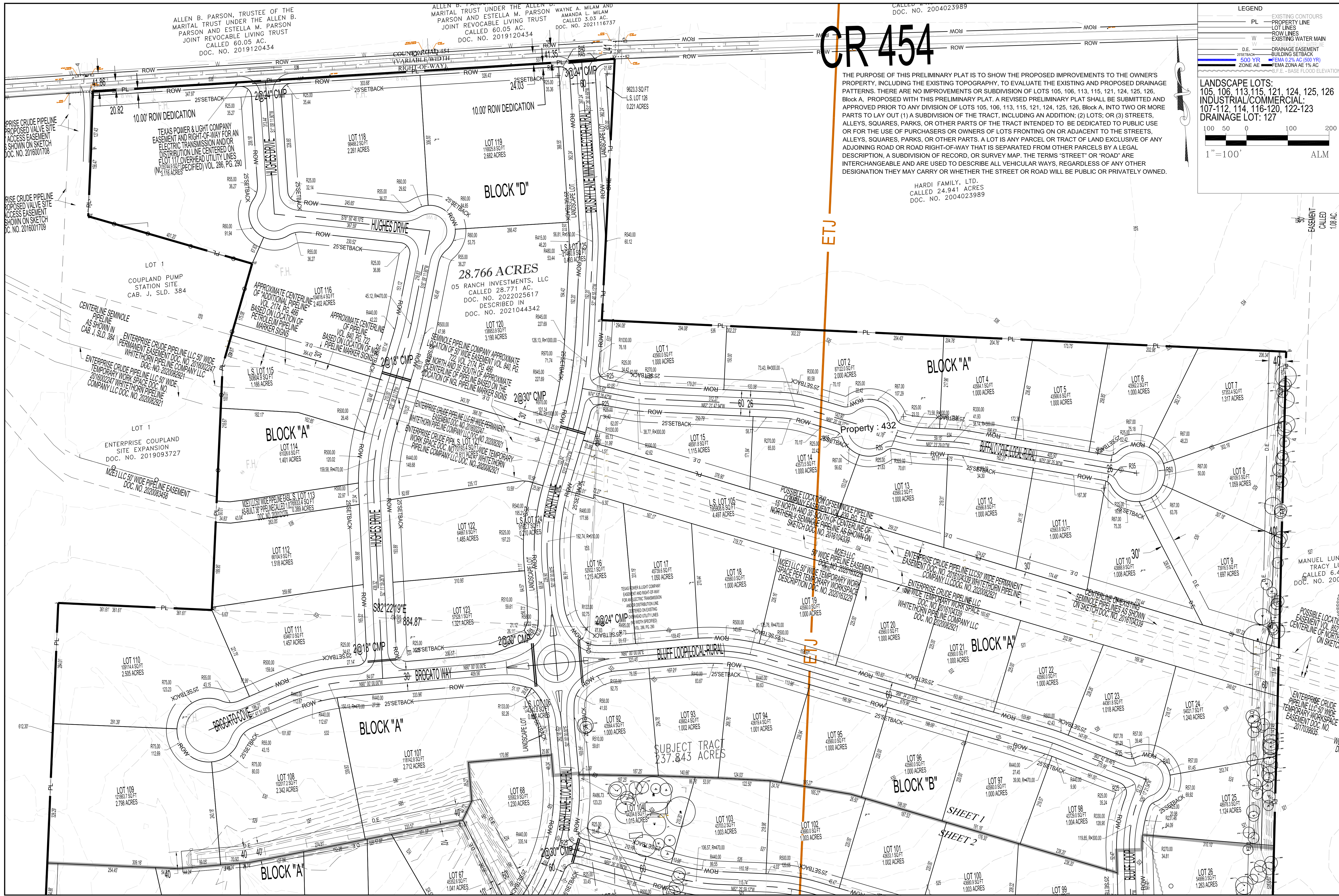
**ALM ENGINEERING, INC.**  
CONSULTING ENGINEERS  
F-3565  
Dripping Springs, Texas, 78620  
(512) 431-9600 \* matt@almengr.com

STATE OF TEXAS  
MATTHEW MITCHELL  
83335  
CENSUS

9-26-2023

PAVEMENT & TRAFFIC CIRCLE DETAILS  
BURFORD RANCH  
COUPLAND, TX & WILLIAMSON COUNTY  
BURFORD RANCH

4 of 10



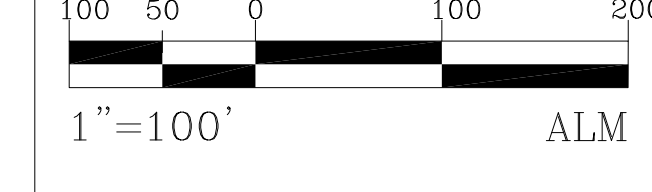
# CR 454

THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 105, 106, 113, 115, 121, 124, 125, 126, BLOCK A, PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 105, 106, 113, 115, 121, 124, 125, 126, BLOCK A, INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

HARDI FAMILY, LTD.  
CALLED 24.941 ACRES  
DOC. NO. 2004023989

LEGEND	
PL	EXISTING CONTOURS
—	PROPERTY LINE
—	LOT LINES
—	ROW LINES
—	EXISTING WATER MAIN
—	W
—	DRAINAGE EASEMENT
—	BUILDING SETBACK
—	500 YR
—	FEMA 0.2% AC (500 YR)
—	FEMA ZONE AE 1% AC
—	B.F.E. - BASE FLOOD ELEVATION

LANDSCAPE LOTS:  
105, 106, 113, 115, 121, 124, 125, 126  
INDUSTRIAL/COMMERCIAL:  
107-112, 114, 116-120, 122-123  
DRAINAGE LOT: 127

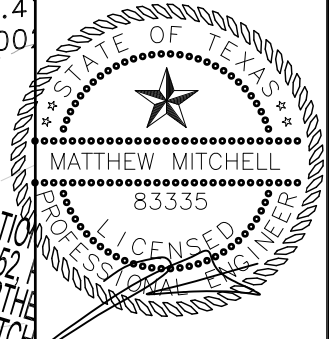


DATE	REVISION
9/26/2023 <td>1</td>	1

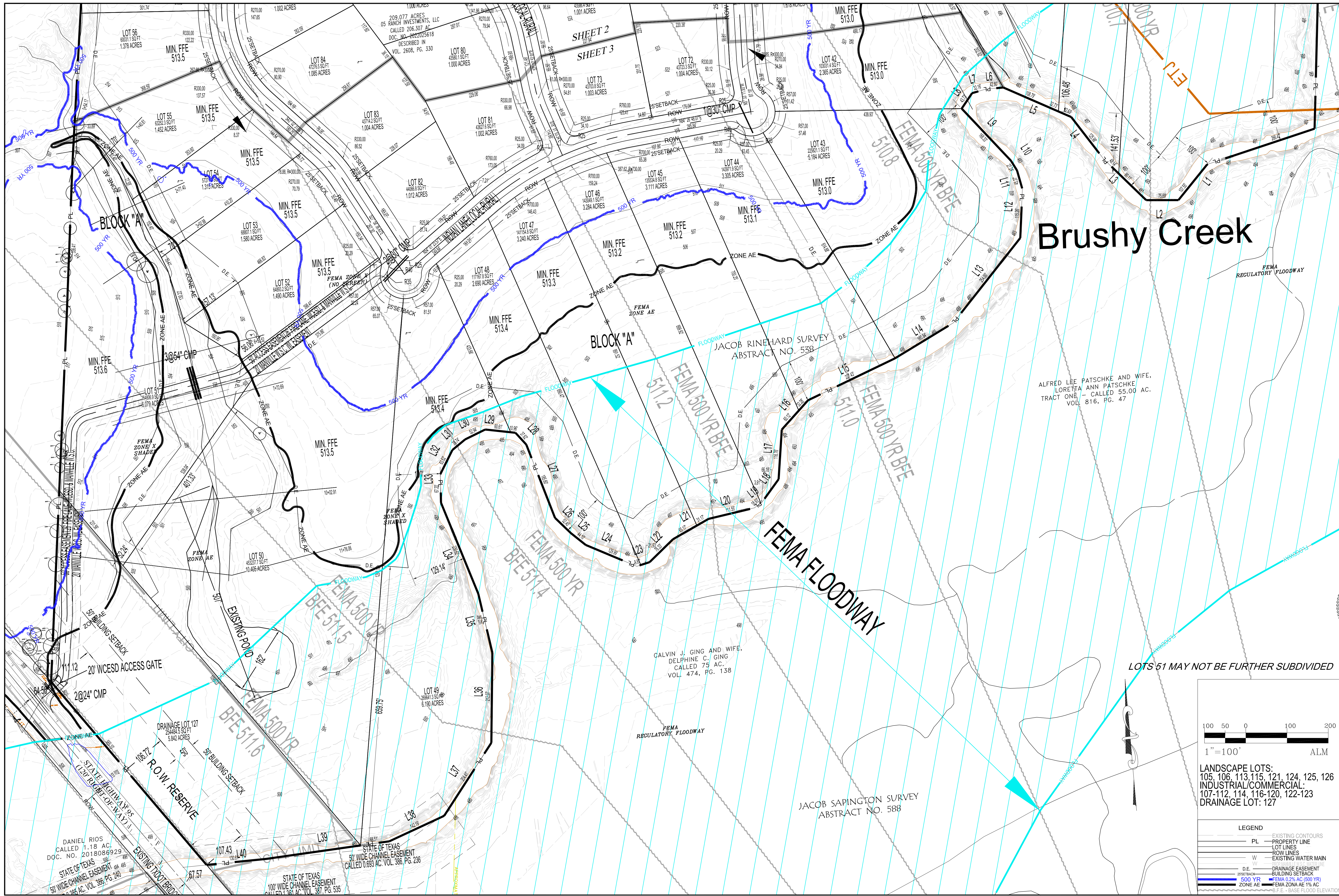
SEE MAPS  
SCALE: 1"=100'  
DATE: 9/26/2023  
JOB:  
DRAWN BY:  
CHECKED BY:

**ALM ENGINEERING, INC.**  
F-3565  
CONSULTING ENGINEERS  
PO Box 536  
Dripping Springs, Texas, 78620  
(512) 431-9600 \* matt@almengr.com

PRELIMINARY PLAT SHEET 1  
BURFORD RANCH  
COUPLAND, TX & WILLIAMSON COUNTY  
BURFORD RANCH  
5 of 10



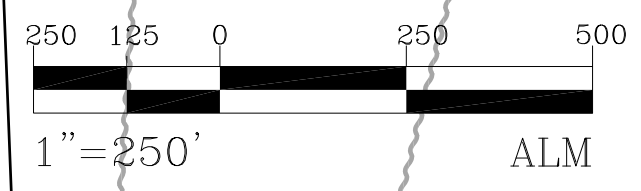
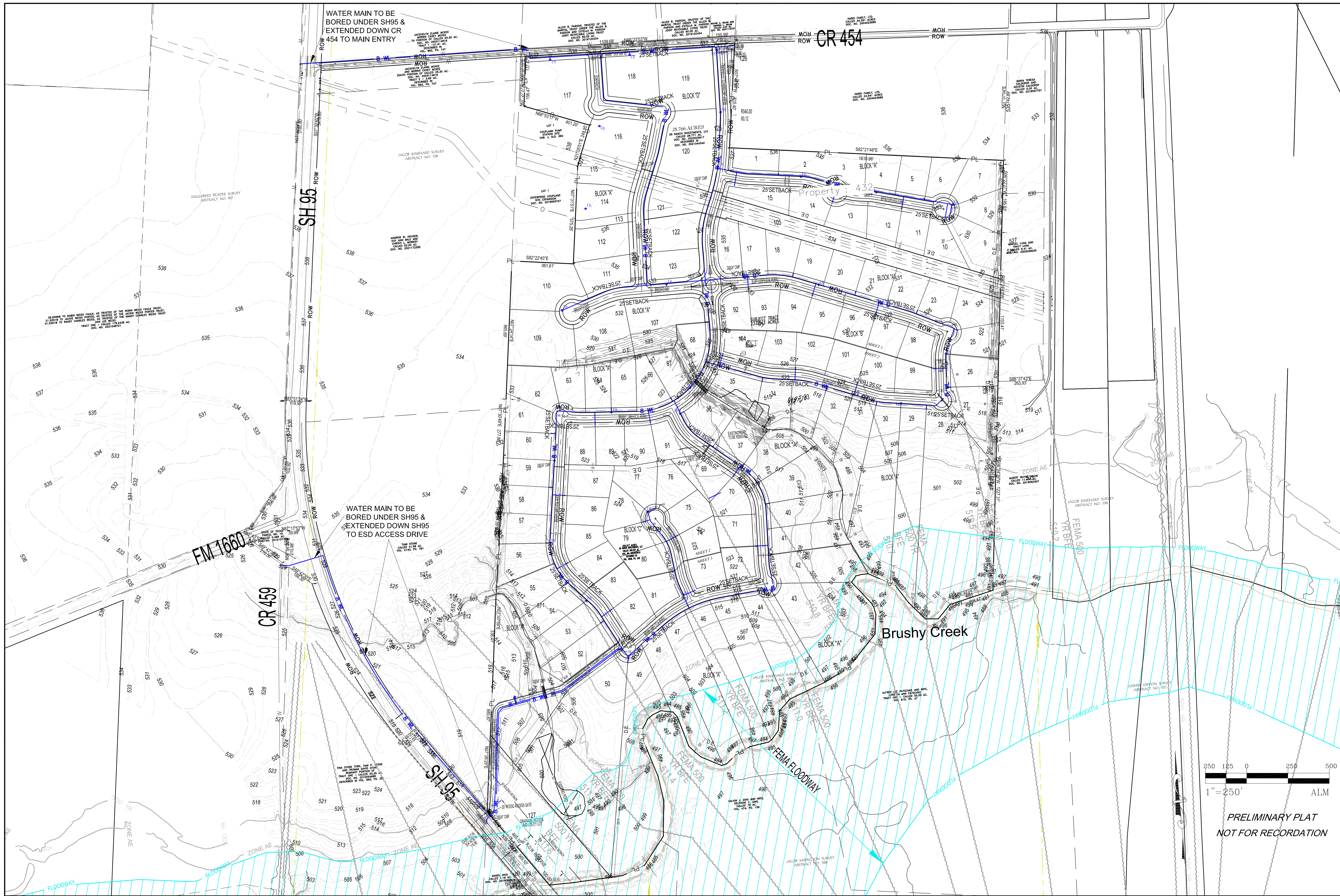




DATE	REVISION	#	SEE MAPS	SCALE:
			9/26/2023	DATE:
				JOB:
				DRAWN BY:
				CHECKED BY:

<b>ALM ENGINEERING, INC.</b> CONSULTING ENGINEERS PO Box 536 Dripping Springs, Texas, 78620 (512) 431-9600   matt@almengr.com	
PRELIMINARY PLAT SHEET 3 BURFORD RANCH COUPLAND, TX & WILLIAMSON COUNTY BURFORD RANCH	7 of 10

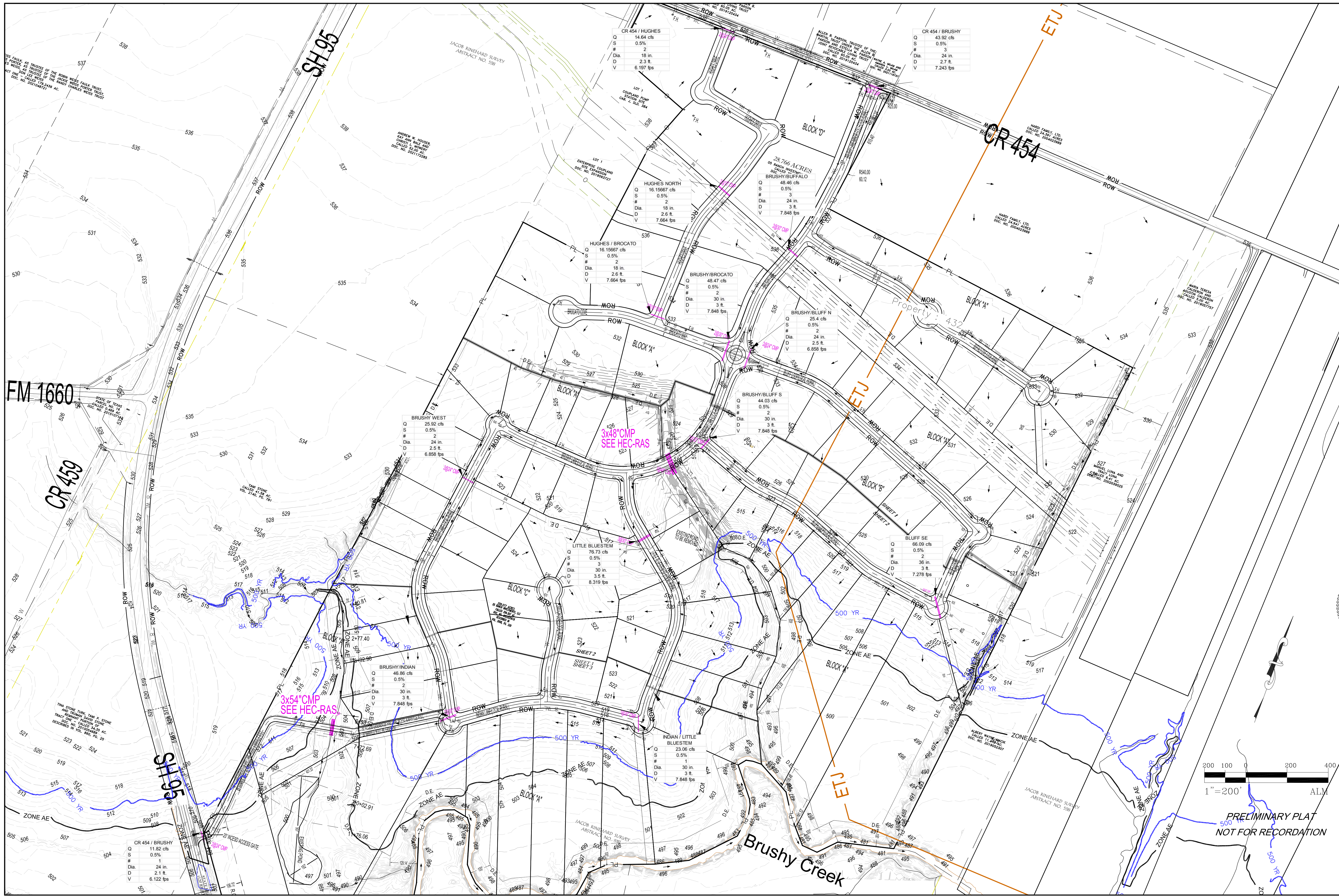


PRELIMINARY PLAT  
NOT FOR RECORDATION

DATE	REVISION	#	SEE MAPS	SCALE:	DATE:	JOB:	DRAWN BY:	CHECKED BY:
			9/26/2022					

<b>ALM ENGINEERING, INC.</b> CONSULTING ENGINEERS F-3565 Dripping Springs, Texas, 78620 (512) 431-9600 * matt@almengr.com	
9-26-2023	
WATER UTILITY LAYOUT (MANVILLE W.S.C.) BURFORD RANCH COUPLAND, TX & WILLIAMSON COUNTY BURFORD RANCH	8 of 10



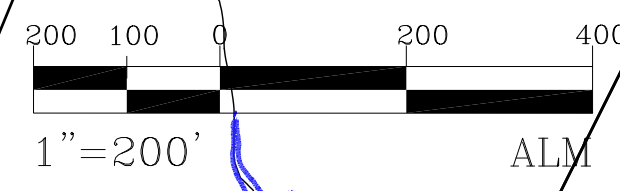
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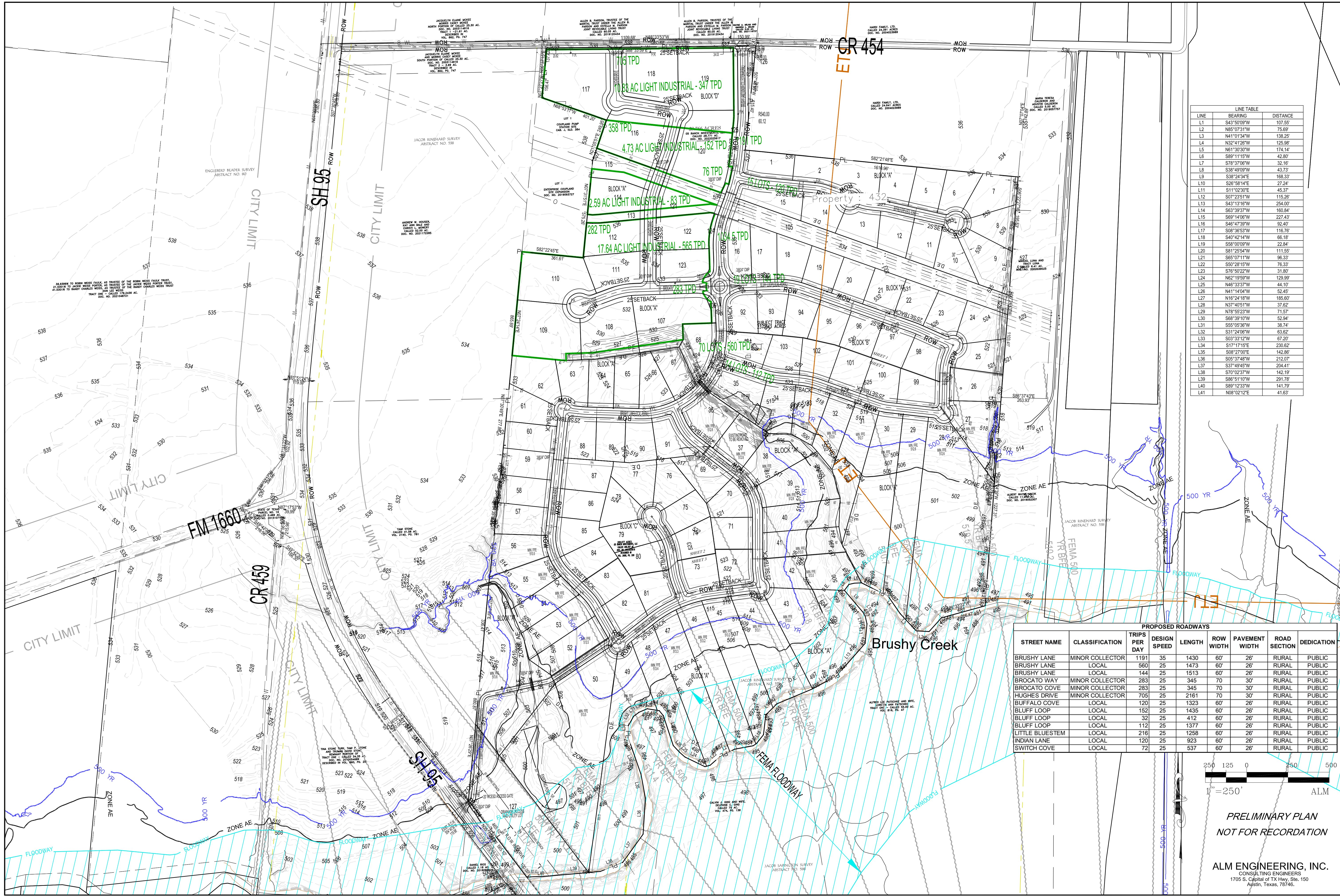
<b>ALM ENGINEERING, INC.</b>		F-3585
CONSULTING ENGINEERS		PO Box 536
Dripping Springs, Texas, 78620		(512) 431-9600
matt@almengr.com		

CULVERT LOCATIONS AND SIZES	STATE OF TEXAS MATHIEW MITCHELL 83335 9-26-2023
BURFORD RANCH	
COUPLAND, TX & WILLIAMSON COUNTY	
BURFORD RANCH	



PRELIMINARY PLAT  
NOT FOR RECORDATION

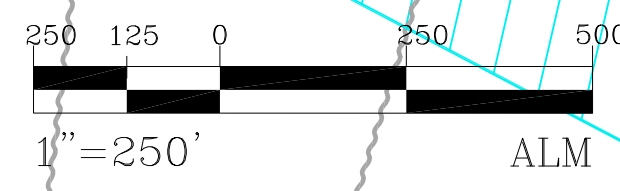


LINE TABLE

LINE	BEARING	DISTANCE
L1	S43°30'09"W	107.59'
L2	N85°07'31"W	75.99'
L3	N41°01'34"W	138.25'
L4	N32°41'26"W	125.98'
L5	N61°30'30"W	174.14'
L6	S89°11'15"W	42.80'
L7	S78°37'06"W	32.16'
L8	S38°49'09"W	43.73'
L9	S38°24'34"E	168.33'
L10	S26°58'14"E	27.24'
L11	S11°02'30"E	45.37'
L12	S07°23'51"W	115.26'
L13	S43°13'16"W	254.00'
L14	S63°39'37"W	160.84'
L15	S69°14'06"W	227.43'
L16	S46°47'39"W	92.40'
L17	S08°36'53"W	116.76'
L18	S40°42'14"W	66.18'
L19	S58°00'09"W	22.84'
L20	S81°25'54"W	111.55'
L21	S65°07'11"W	96.33'
L22	S50°28'15"W	76.33'
L23	S75°50'22"W	31.80'
L24	N62°19'59"W	129.89'
L25	N46°33'37"W	44.10'
L26	N41°14'04"W	52.45'
L27	N16°24'18"W	185.60'
L28	N37°40'51"W	37.62'
L29	N78°55'22"W	71.57'
L30	S68°39'10"W	52.94'
L31	S55°05'36"W	38.74'
L32	S31°24'06"W	63.62'
L33	S03°33'12"W	67.20'
L34	S17°17'15"E	230.62'
L35	S08°37'09"E	142.86'
L36	S05°37'48"W	212.07'
L37	S37°49'45"W	204.41'
L38	S70°02'37"W	142.19'
L39	S86°51'10"W	291.78'
L40	S89°12'33"W	141.79'
L41	N08°02'12"E	41.63'

PROPOSED ROADWAYS

STREET NAME	CLASSIFICATION	TRIPS PER DAY	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	ROAD SECTION	DEDICATION
BRUSHY LANE	MINOR COLLECTOR	1191	35	1430	60'	26'	RURAL	PUBLIC
BRUSHY LANE	LOCAL	560	25	1473	60'	26'	RURAL	PUBLIC
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BLUFF LOOP	LOCAL	112	25	1377	60'	26'	RURAL	PUBLIC
LITTLE BLUESTEM	LOCAL	216	25	1258	60'	26'	RURAL	PUBLIC
INDIAN LANE	LOCAL	120	25	923	60'	26'	RURAL	PUBLIC
SWITCH COVE	LOCAL	72	25	537	60'	26'	RURAL	PUBLIC



PRELIMINARY PLAN  
NOT FOR RECORDATION

ALM ENGINEERING, INC.  
CONSULTING ENGINEERS  
1705 S. Capital of TX Hwy, Ste. 150  
Arlington, Texas, 78746.

DATE	REVISION	#	SEE MAPS	SCALE:	DATE:	JOB:	DRAWN BY:	CHECKED BY:
					9/26/2022			

ALM ENGINEERING, INC.  
F-3565  
CONSULTING ENGINEERS  
PO Box 536  
Dripping Springs, Texas, 78620  
(512) 431-9600 \*mat@almengr.com

STATE OF TEXAS  
MATTHEW MITCHELL  
83335  
9-26-2023

ROADWAY CLASSIFICATION CALCULATIONS  
BURFORD RANCH  
COUPLAND, TX & WILLIAMSON COUNTY  
BURFORD RANCH

10 of 10

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 11/07/2023

Amended plat of the Lot 8 Blk A 79 Business Park subdivision & Lot 5 Blk A Garden Park Sec 1 subdivision – Pct 4

**Submitted For:** Robert Daigh

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the amended plat of the Lot 8, Block A, 79 Business Park subdivision & Lot 5, Block A, Garden Park Section 1 subdivision – Precinct 4.

**Background**

This amended plat consists of 2 lots and no new roads. The purpose of this amended plat is to correct an error in courses and distances of lot lines between two adjacent lots.

**Timeline**

- 2023-06-08 – initial submittal of the amended plat
- 2023-07-06 – 1st review complete with comments
- 2023-08-31 – 2nd submittal of amended plat
- 2023-09-14 – 2nd review complete with comments
- 2023-10-03 – 3rd submittal of amended plat
- 2023-10-18 – 3rd review complete with minor comments
- 2023-10-18 – 4th submittal of amended plat
- 2023-10-20 – 4th review complete with comments clear
- 2023-11-01 – receipt of amended plat with signatures
- 2023-11-02 – amended plat placed on the November 7, 2023, Commissioners Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

amended plat - Lot 8 Blk A 79 Business Park & Lot 5 Blk A Garden Park Section 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 12:01 PM

Started On: 11/02/2023 11:52 AM

AN AMENDED PLAT OF: LOT 8, BLOCK A, 79 BUSINESS PARK, A PLAT RECORDED IN CABINET G, SLIDE 342, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND LOT 5, BLOCK A, GARDEN PARK, SECTION ONE, A PLAT RECORDED IN CABINET E, SLIDE 276, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

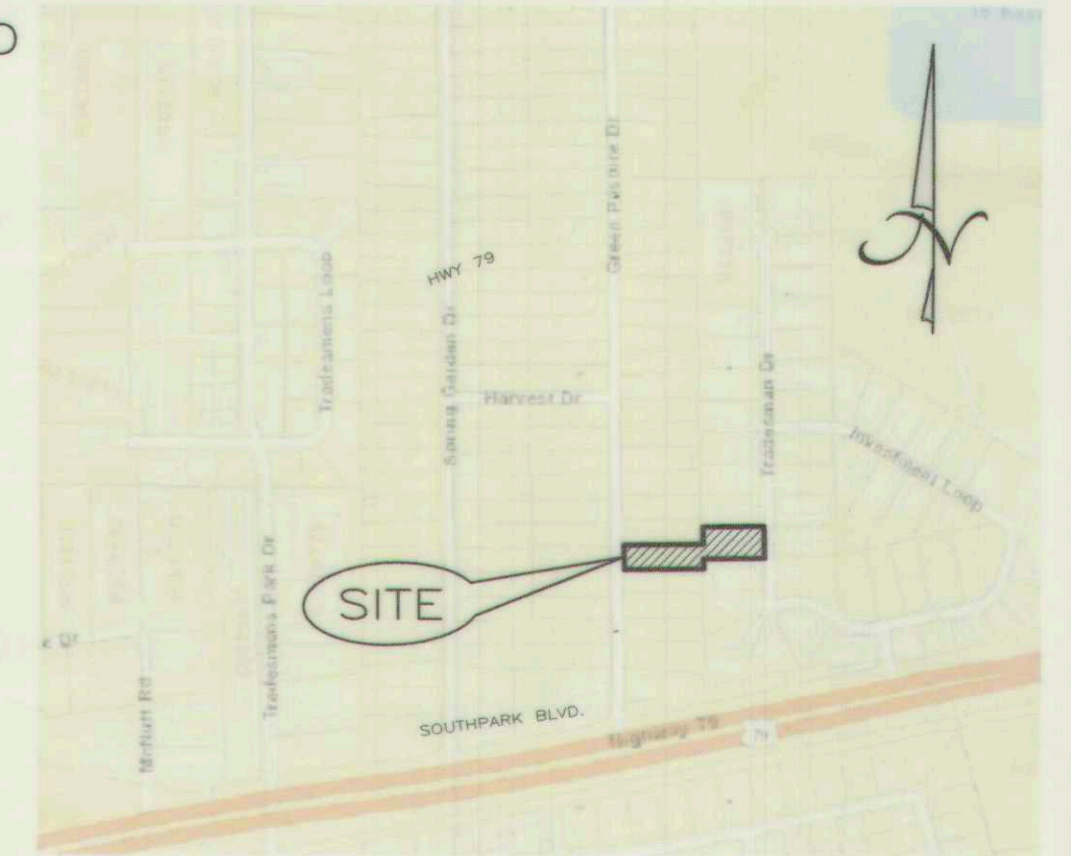
AN AMENDED PLAT OF: LOT 8, BLOCK A, 79 BUSINESS PARK, A PLAT RECORDED IN CABINET G, SLIDE 342, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND LOT 5, BLOCK A, GARDEN PARK, SECTION ONE, A PLAT RECORDED IN CABINET E, SLIDE 276, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

TOTAL ACREAGE: 1.52 ACRES  
 NO. OF BLOCKS: 1  
 NO. OF LOTS: 2  
 NEW STREETS: NONE  
 SUBMISSION DATE: MAY 2023  
 2ND SUBMITTAL: AUGUST 2023  
 3RD SUBMITTAL:

OWNER/SUBDIVIDER:  
 LOT 5 BLK A, GARDEN PARK SEC 1  
 J&L RESIDENTIAL SERIES, LLC  
 17502 WHIPPOORWILL TRAIL  
 LAGO VISTA, TEXAS 78645

OWNER/SUBDIVIDER:  
 LOT 8 BLK A, 79 BUSINESS PARK  
 105 TRADESMEN, LLC  
 17502 WHIPPOORWILL TRAIL  
 LAGO VISTA, TEXAS 78645

SURVEYOR:  
 TEXAS LAND SURVEYING, INC.  
 3613 WILLIAMS DRIVE, SUITE 903  
 GEORGETOWN, TEXAS 78628  
 (512) 930-1600



LOCATION MAP

OWNER'S SIGNATURE

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

That J&L RESIDENTIAL SERIES, LLC, acting by and through Larry Thyssen, is the sole owner of LOT 5, BLOCK A, GARDEN PARK SEC 1, as described in a deed recorded in Document No. 2022079835 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby amend said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby 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. This subdivision is to be known as AN AMENDED PLAT OF: LOT 8, BLOCK A, 79 BUSINESS PARK, AND LOT 5, BLOCK A, GARDEN PARK, SECTION ONE.

TO CERTIFY WHICH, WITNESS by my hand this 24 day of October, 2023

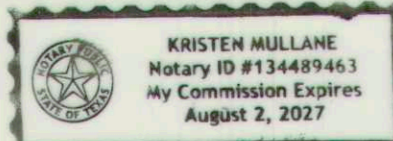
*[Signature]*  
 J&L RESIDENTIAL SERIES, LLC  
 17502 WHIPPOORWILL TRAIL  
 LAGO VISTA, TEXAS 78645

STATE OF TEXAS §  
 COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS;

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Larry Thyssen known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 24 day of October, 2023

*[Signature]*  
 Notary Public in and for the State of Texas  
 My Commission expires on: August 2, 2027



OWNER'S SIGNATURE

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

That 105 TRADESMEN, LLC, acting by and through Larry Thyssen, is the sole owner of LOT 8 BLK A, 79 BUSINESS PARK, as described in a deed recorded in Document No. 2018097638 of the Official Public Records of Williamson County, Texas, and do hereby amend said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby 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. This subdivision is to be known as AN AMENDED PLAT OF: LOT 8, BLOCK A, 79 BUSINESS PARK, AND LOT 5, BLOCK A, GARDEN PARK, SECTION ONE.

TO CERTIFY WHICH, WITNESS by my hand this 24 day of October, 2023

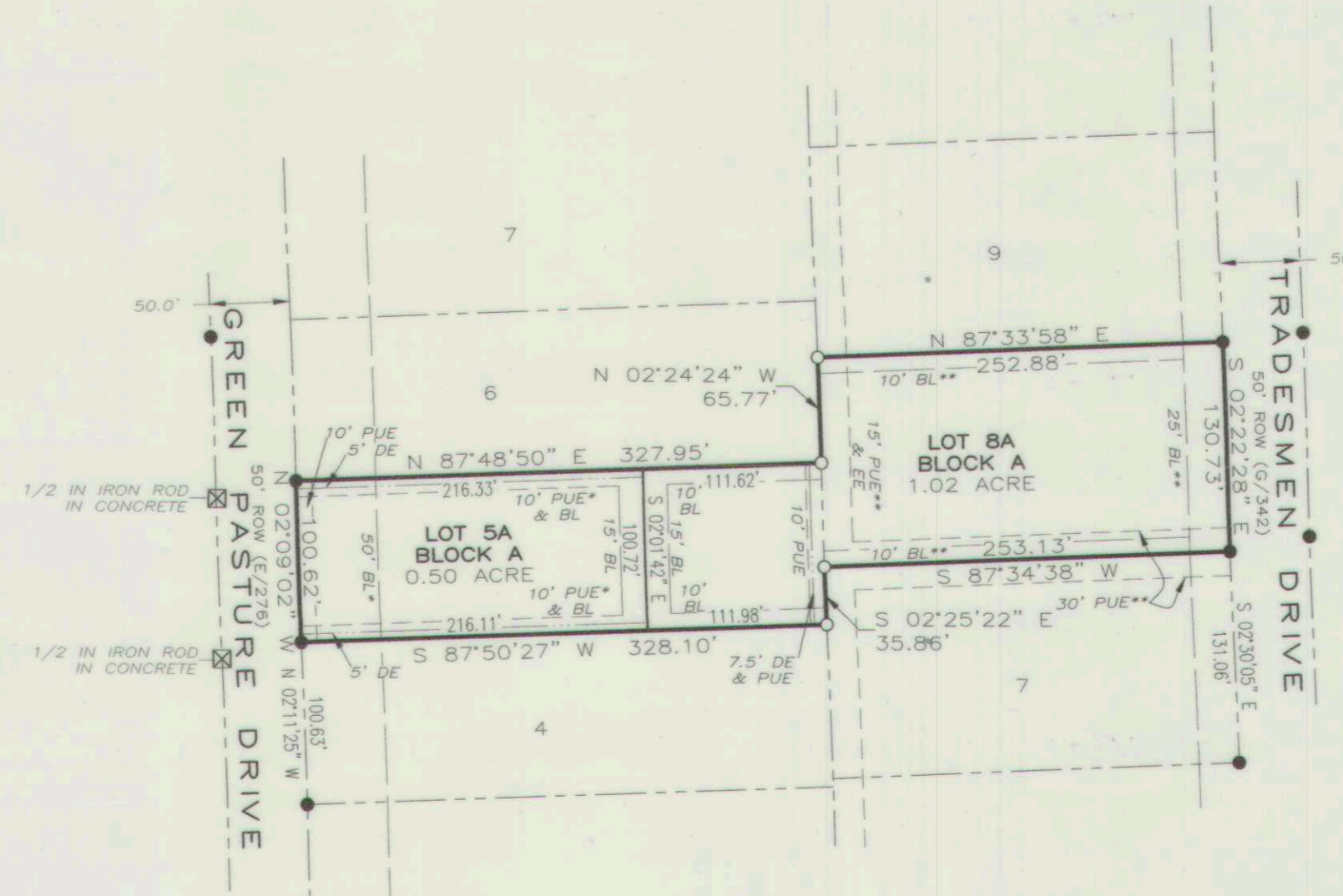
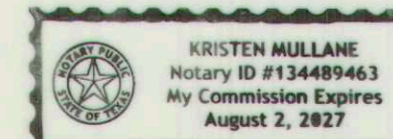
*[Signature]*  
 105 TRADESMEN, LLC  
 17502 WHIPPOORWILL TRAIL  
 LAGO VISTA, TEXAS 78645

STATE OF TEXAS §  
 COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS;

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Larry Thyssen known to me to be the person whose name is subscribed to the foregoing instrument.

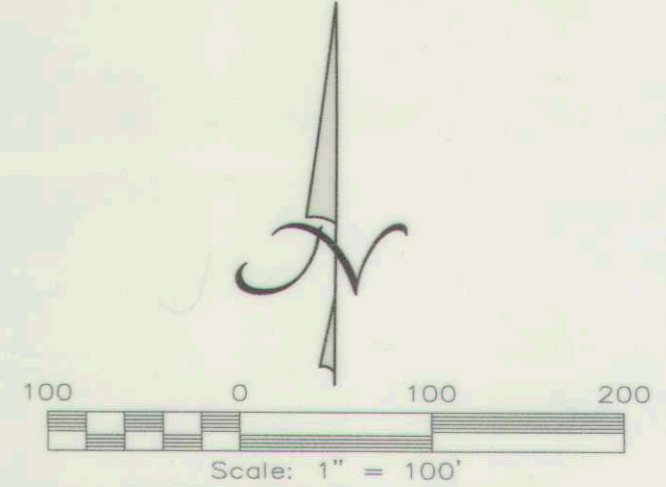
GIVEN UNDER MY HAND AND SEAL of office this 24 day of October, 2023

*[Signature]*  
 Notary Public in and for the State of Texas  
 My Commission expires on: August 2, 2027



PERIMETER DESCRIPTION:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF TRADESMAN DRIVE, A 50 FOOT WIDE RIGHT-OF-WAY PER THE 79 BUSINESS PARK, AS RECORDED IN CABINET G, SLIDE 342, WILLIAMSON COUNTY, TEXAS, BEING THE NORTHEAST CORNER OF LOT 7, BLOCK A AND THE SOUTHEAST CORNER OF LOT 8, BLOCK A AND THIS TRACT;  
 THENCE: S 87°34'38" W 253.13 FEET WITH THE COMMON LINE OF SAID LOT 7 AND LOT 8, TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET IN THE WEST LINE OF SAID 79 BUSINESS PARK, AND THE EAST LINE OF LOT 5, BLOCK A, GARDEN PARK SECTION ONE, AS RECORDED IN CABINET E, SLIDE 276, SAID PLAT RECORDS, BEING THE NORTHWEST CORNER OF SAID LOT 7, AND THE SOUTHWEST CORNER OF SAID LOT 8;  
 THENCE: S 02°25'22" E 35.86 FEET WITH THE COMMON LINE OF SAID LOT 5, AND SAID LOT 7 TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET FOR THE NORTHEAST CORNER OF LOT 4, BLOCK A OF SAID GARDEN PARK, AND THE SOUTHEAST CORNER OF SAID LOT 5;  
 THENCE: S 87°50'27" W 328.10 FEET WITH THE COMMON LINE OF SAID LOT 4 AND SAID LOT 5 TO A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF GREEN PASTURE DRIVE, A 50 FOOT WIDE RIGHT-OF-WAY PER SAID GARDEN PARK, FOR THE NORTHWEST CORNER OF SAID LOT 4, THE SOUTHWEST CORNER OF SAID LOT 5 AND THIS TRACT;  
 THENCE: N 02°09'02" W 100.62 FEET WITH THE SAID RIGHT-OF-WAY OF GREEN PASTURE DRIVE AND THE WEST LINE OF SAID LOT 5 TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 6, BLOCK A OF SAID GARDEN PARK, THE NORTHWEST CORNER OF SAID LOT 5 AND THIS TRACT;  
 THENCE: N 87°48'50" E 327.95 FEET WITH THE COMMON LINE OF SAID LOT 6 AND SAID LOT 5, TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET IN THE WEST LINE OF SAID LOT 8, 79 BUSINESS PARK, AND THE EAST LINE OF SAID GARDEN PARK BEING THE SOUTHEAST CORNER OF SAID LOT 6, AND THE NORTHEAST CORNER OF SAID LOT 5;  
 THENCE: N 02°24'24" W 65.77 FEET WITH THE COMMON LINE OF SAID LOT 6, AND SAID LOT 8 TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET FOR THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK A OF SAID 79 BUSINESS PARK, AND THE NORTHWEST CORNER OF SAID LOT 8;  
 THENCE: N 87°33'58" E 252.88 FEET WITH THE COMMON LINE OF SAID LOT 9 AND SAID LOT 8 TO A 1/2" IRON ROD FOUND IN THE SAID RIGHT-OF-WAY TRADESMAN DRIVE, FOR THE SOUTHEAST CORNER OF SAID LOT 9, THE NORTHEAST CORNER OF SAID LOT 8 AND THIS TRACT;  
 THENCE: S 02°22'28" E 130.73 FEET THE SAID RIGHT-OF-WAY OF TRADESMAN DRIVE AND THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.



NOTE:  
 BUILD LINES AND EASEMENTS WITH (\*) ARE FROM GARDEN PARK SEC 1, THOSE WITH (\*\*) ARE FROM 79 BUSINESS PARK.  
 LOT 5A IS ALSO SUBJECT TO VOL. 946, PG. 730

LEGEND	
●	1/2" IRON ROD FOUND WITH CAP STAMPED "TLS" (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET WITH CAP STAMPED "TLS"
BL	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
E.E.	ELECTRIC EASEMENT
---	PROPERTY LINE
---	NEIGHBOR PROPERTY LINE
---	PUBLIC UTILITY EASEMENT LINE
---	BUILDING SETBACK LINE

Texas Land Surveying, Inc.

-A Land Surveying and Geoscience Firm-  
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
 (512) 930-1600/(512) 930-9389 fax www.texas-ls.com  
 TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

SHEET

1 OF 2

DATE OF PLAT PREPARATION: APRIL 2023

PROJECT No: 230222

AN AMENDED PLAT OF: LOT 8, BLOCK A, 79 BUSINESS PARK, A PLAT RECORDED  
IN CABINET G, SLIDE 342, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND  
LOT 5, BLOCK A, GARDEN PARK, SECTION ONE, A PLAT RECORDED  
IN CABINET E, SLIDE 276, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

PLAT NOTES

1. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.
2. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. maintenance responsibility for storm water management controls will remain with the owner.
3. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements, by placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, it's officers and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
4. Except as may be modified hereon, this replat is subject to all applicable plat notes and restrictions as set forth in the original plat of 79 Business Park, as recorded in Cabinet G, Slide 342, Plat Records of Williamson County, and Garden Park Section One, as recorded in Cabinet E, Slide 276, Plat Records Williamson County, Texas.
5. No construction, planting or grading shall be permitted to interfere with sight distance easements between the heights of three and eight feet as measured from the crowns of the adjacent streets.
6. All sidewalks within this subdivision are to be maintained by each of the adjacent property owners.
7. 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.
8. No lot in this subdivision 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. 48491C0515F, effective date December 20, 2019 for Williamson County, Texas.
9. No structure or land in this plat shall hereafter be located or altered without first obtaining a certificate of compliance or floodplain development permit from Williamson County Floodplain Administrator.
10. The minimum FFE shall be at least one foot above the adjacent finished grade and BFE. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA). Recreational vehicle parking pads must also be placed at least one foot above BFE.
11. This development is considered exempt from on-site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% impervious cover per lot.
12. 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.
13. Water service for this subdivision will be provided by Jonah Water SUD. Sewer service for this subdivision will be provided by On-Site Sewage Facilities.
14. 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 Licenses Agreement with Williamson County.

SURVEYOR'S CERTIFICATION

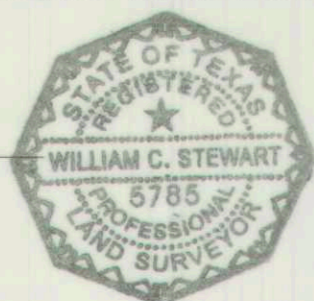
STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, William C. Stewart, 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 the Subdivision Regulations of Williamson County, Texas. This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,

this 24<sup>TH</sup> day of OCTOBER, 2023.

WCS  
William C. Stewart  
Registered Professional Land Surveyor No. 5785  
State of Texas



ON-SITE SEWAGE FACILITY APPROVAL

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 disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Adam D. Boatright  
Adam D. Boatright, P.E.  
Williamson County Engineer

11/01/2023  
Date

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the 24<sup>th</sup> day of October, 2023 A.D.

Teresa Baker  
Teresa Baker  
Williamson County Addressing Coordinator

COMMISSIONERS COURT APPROVAL

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.

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.

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Bill Gravell Jr, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners 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  
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

I, Nancy E. 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 E. Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_ Deputy

Texas Land Surveying, Inc.

-A Land Surveying and Geoscience Firm-  
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com  
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

PROJECT No: 230222

SHEET

2

OF

2

**Commissioners Court - Regular Session**

30.

**Meeting Date:** 11/07/2023

Recognition of Years of Service

**Submitted By:** Denise Carlson, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on recognizing Salvador Lopez for his 40 years of service to Williamson County and Williamson County Juvenile Services upon retirement as of November 30, 2023.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Denise Carlson

Final Approval Date: 10/24/2023

**Reviewed By**

Becky Pruitt

**Date**

10/24/2023 11:54 AM

Started On: 10/24/2023 11:49 AM

**Commissioners Court - Regular Session**

31.

**Meeting Date:** 11/07/2023

Recognition of First Place Graphics Show for 175th Laser Light Show

**Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on recognizing Laser Spectacles, Inc. for receiving the First Place award in the Graphics Show category from the International Laser Display Association for the Williamson County 175th Birthday Celebration Laser Show.

**Background**

The Williamson County 175th Birthday Committee, including the Williamson Museum, along with the county's Facilities Maintenance Dept. worked with Laser Spectacles, Inc. to create a first-time ever event to conclude the county's 175th birthday celebration on March 10, 2023. Based on the county's history, Tim Walsh with Laser Spectacles created a one-of-a-kind show. The laser effects beautifully captured the architectural elements of the historic Williamson County courthouse while also highlighting significant county events from the Chisholm Trail cattle drives to Dan Moody.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

ILDA Awards Page First Place Graphics Show

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 09:06 AM

Started On: 11/01/2023 03:35 PM

First Place - Graphics Show

**WilCo Courthouse 175th**  
Laser Spectacles, Inc.



**Credits:** Laser Programmer: Tim Walsh

**Music:** Tim Walsh, "Powerful Flight"

This piece is exclusively laser graphics projected upon the Williamson County Courthouse. Programming the show was a journey of discovery as I learned the inner lines of this Texas courthouse. My goal was to turn the courthouse into something unexpected and beautiful for the residents who see the structure every day in daily life. I used laser mapped graphics, abstracts, and flowing lasers to accomplish this goal.

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 11/07/2023

National Hunger and Homeless Awareness Week

**Submitted For:** Terry Cook

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

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation designating November 11 -18, 2023 as National Hunger and Homeless Awareness Week in Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2023 National Hunger and Homeless Awareness Week

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 09:05 AM

Started On: 11/01/2023 03:14 PM



**WILCO** PROCLAMATION  
TEXAS

**WHEREAS**, for over 25 years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

**WHEREAS**, the purpose of this proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Williamson County for very low income residents; and to encourage support for homeless assistance service providers, as well as community service opportunities for students and school service organizations; and

**WHEREAS**, there are many organizations committed to sheltering and providing supportive services as well as meals and food supplies to people experiencing homelessness, including The Round Rock Serving Center, The Caring Place, Neighbors Serving Neighbors, Shepherd’s Heart, the Hutto Resource Center, Brighter Days Food Pantry, Operation Liberty Hill, Opportunities for Williamson and Burnet Counties, and so many more faith-based and non-profit organizations across the county; and

**WHEREAS**, this Commissioners Court recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Williamson County; and

**WHEREAS**, as an example, the following numbers from The Caring Place in Georgetown indicate the great need across Williamson County:

- 8,206 individuals served so far in 2023, which is 27% more than ALL of 2022
- 25,339 trips to the food pantry in 2023, up 123% since this time last year
- \$737,870 in total financial assistance (rent, mortgage, utilities, transportation, medical) in 2023 to 1,031 unique families; and

**WHEREAS**, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of our local organizations;

**NOW THEREFORE BE IT RESOLVED**, that the Williamson County Commissioners Court hereby proclaims November 11 – 18, 2023 as National Hunger and Homelessness Awareness Week.

**BE IT FURTHER RESOLVED** that this Commissioners Court encourages all citizens to recognize that many people do not have housing and need support for residents and private/public nonprofit service entities alike.

Passed by Commissioners Court and Signed on this date: \_\_\_\_\_

---

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

**Commissioners Court - Regular Session**

33.

**Meeting Date:** 11/07/2023

Williamson County Fair and Rodeo recognition

**Submitted For:** Russ Boles

**Submitted By:** Amalia Puentes-Zuazua,  
Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action recognizing employees from Parks, EMS, Sheriff, and Public Information Office for their services and efforts in relation to the Williamson County Fair and Rodeo.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Amalia Puentes-Zuazua

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 11:59 AM

Started On: 11/02/2023 10:22 AM

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 11/07/2023

November 2023 Benefits Wellness Update

**Submitted For:** Rebecca Clemons

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the November 2023 Benefits Wellness Update.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

November 2023 Benefits Wellness Update

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 10:55 AM

Started On: 11/02/2023 10:22 AM

# WELLNESS UPDATE

11/07/2023



## November is Financial Awareness Month

- ❖ **Beneplace: Employee Discount Portal**
- ❖ **Discounts for all your needs from travel, hotel, tech, education, to other family needs**
- ❖ **Black Friday and Cyber Monday specials available this month!**
- ❖ **FSA Accounts:**
- ❖ **Must use for expenses incurred by 12/31/23**
- ❖ **Check balance on your [myuhc.com](http://myuhc.com) account**

# WELLNESS ACTIONS ~ 23 DAYS REMAINING!



- ❖ We recommend all Biometric Forms are remitted by Dec. 1<sup>st</sup>, to allow processing time for completion
- ❖ Must show as complete in the Virgin Pulse system by end of day 12/15/23, Green Check Mark for each action
- ❖ No items will be accepted after the deadline
- ❖ NO EXCEPTIONS WILL BE MADE

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 11/07/2023

11.7.2023 Williamson County Benefits Committee Member Terms

**Submitted For:** Rebecca Clemons

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding recommendation of the re-appointment of John Pelczar and Matt Williamson as Benefit Committee members for an additional three-year term from January 1, 2024, through December 31, 2026.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

11.7.2023 Williamson County Benefit Committee Member Terms

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 10:56 AM

Started On: 11/02/2023 10:36 AM

## **Williamson County Benefits Committee Member Terms**

<b>Term Non-Expiring</b>	*County Judge
<b>Term Non-Expiring</b>	*Commissioner
<b>Term Expires - December 31, 2026</b>	John Pelczar - Chairman
<b>Term Expires - December 31, 2026</b>	Matt Williamson
<b>Term Expires - December 31, 2025</b>	James Carmona
<b>Term Expires - December 31, 2025</b>	Cathy Mendoza
<b>Term Expires - December 31, 2025</b>	Mike Knipstein

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 11/07/2023

Purchasing Policy

**Submitted For:** Valerie Covey

**Submitted By:** Rachel Rull, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the setting of parameters regarding General Counsel review of procurement transactions processed through the Purchasing Department.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 10:54 AM

Started On: 11/02/2023 09:59 AM

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 11/07/2023

Line Item Transfer for County Attorney Legislative Supplement

**Submitted By:** Cortney Husband, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Background**

This transfer is being requested to cover an additional Legislative Supplement for FY24 out of the CA Legislative Supplement funds.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supplement	\$1,500.00
To	0100.0475.001927	Co Atty Leg Supplement	\$1,213.81
To	0100.0475.002010	FICA	\$92.86
To	0100.0475.002020	Retirement	\$193.33

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Budget Office  
 County Auditor (Originator)  
 County Judge Exec Asst.  
 Budget Office  
 Budget Office  
 Form Started By: Cortney Husband  
 Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt  
 Saira Hernandez  
 Cortney Husband  
 Becky Pruitt  
 Saira Hernandez  
 Saira Hernandez

**Date**

11/02/2023 10:54 AM  
 11/02/2023 11:08 AM  
 11/02/2023 11:41 AM  
 11/02/2023 11:58 AM  
 11/02/2023 11:59 AM  
 11/02/2023 11:59 AM  
 Started On: 11/01/2023 11:09 AM

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 11/07/2023

CPR Class Fees

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective November 8, 2023.

**Background**

Due to increased costs of supplies for AHA materials the cost of classes are being adjusted to cover the increase.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Fee Schedule

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 11/01/2023

**Reviewed By**

Becky Pruitt

**Date**

11/01/2023 12:17 PM

Started On: 10/30/2023 09:16 AM



## Williamson County EMS - AHA BLS Training Center Cost for Courses – FY24

Course Title	Approximate Course Time	Per Student Charge (includes books and materials)
<b>HEART SAVER</b>		
Heart Saver CPR AED - Adult and Child	2.25 hours	\$35.00
Heart Saver CPR AED – Adult, Child and Infant	3 hours	\$40.00
Heart Saver First Aid	3.5 hours	\$30.00
Heart Saver First Aid / CPR AED – Adult and Child (HS Total)	6 hours	\$40.00
Heart Saver First Aid / CPR AED – Adult, Child and Infant (HS Total)	6.5 hours	\$45.00
Heart Saver CPR AED Skills session (w/o infant)	1.0 hour	\$25.00
Heart Saver CPR AED Skills session (w/infant)	1.5 hours	\$30.00
Heart Saver First Aid Skills Session	0.5 hour	\$25.00
Heart Saver First Aid CPR AED Skills Session	2.25 hours	\$35.00
Heart Saver Pediatric First Aid CPR AED	6 hours	\$50.00
Heart Saver Pediatric First Aid CPR AED Skills Session	1.75 hours	\$35.00
<b>BLS PROVIDER</b>		
BLS Provider (Initial Course)	4.25 hours	\$40.00
BLS Renewal Course	3 hours	\$35.00
HeartCode BLS Skills Session	2.5 hours	\$25.00
<b>INSTRUCTOR COURSES</b>		
BLS Instructor Course	8.0 hours	\$260.00
Instructor Monitoring for renewal		\$20.00
<b>Equipment Rental / Other Fees</b>		
Manikin Rental Fee	\$15.00/day/manikin	
AED Trainer Rental	\$10.00/day/unit	
First Aid Supplies (per student)	\$2.50/day	
Off-site training fee	\$20.00/inst/class	
Cancellation Fee (group class cancelled < 5 days prior)	\$20.00	
Instructor Manual Rental Fee	\$10.00/day	
DVD Rental Fee	\$10.00/day	
<b>Course Cards &amp; Books</b>		
Heart Saver CPR AED Student Workbook	\$2.90	
Heart Saver First Aid Student Workbook	\$2.90	
Heart Saver First Aid CPR and AED Student Workbook	\$2.90	
Heart Saver Pediatric First Aid CPR and AED Student Workbook	\$2.90	
BLS Provider Student Workbook	\$18.50	
Course Cards – HeartSaver K-12	\$2.50	
Course Cards - HeartSaver	\$17.00	
Course Cards – BLS Provider	\$3.30	
Course Cards – BLS Instructor	\$3.50	

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 11/07/2023

Approval of Amendment for Preservation of Records from U.S. Imaging, Inc. for the County Clerk's Office

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Amendment #202453 for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County Interlocal Agreement (ILA) in the not-to-exceed amount of \$675,000.00 and authorizing the execution of the Amendment.

**Background**

Approval of this Amendment will support the operations of the Williamson County Clerk's Office as this purchase is for the scanning of Deed of Trusts, Probate Minutes and various record books on-site for Williamson County. The proposal is attached that outlines the scope of work required. It was verified that Harris County does have an active contract with US Imaging Inc. for this service. The Interlocal Agreement (ILA) is attached herein approved on 4.11.2023. Also attached is the Services Contract approved in Court on 4.11.2023, Item #9. This Amendment has a not-to-exceed amount up to \$675,000.00 which includes the current amount of \$369,780.53 and the prior approved amount of \$245,440.94. Budget, Contract Audit and General Counsel have reviewed and approved this purchase. Funding source is 01.0385.0385.004550 for \$400,000.00 as per FY24 budget. Department point of contact is Nancy Rister.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Harris County ILA  
US Imaging Services Agreement 4.11.23  
US Imaging Redacted

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/02/2023 09:15 AM
County Judge Exec Asst.	Becky Pruitt	11/02/2023 10:53 AM
Form Started By: Mary Watson		Started On: 10/30/2023 02:50 PM
Final Approval Date: 11/02/2023		

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND  
WILLIAMSON COUNTY**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Interlocal Agreement (the “Agreement”) is made and entered by and between Harris County, Texas (“Harris County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and Williamson County, Texas (“Williamson County”), and pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris County and Williamson County are referred to herein collectively as “Parties” and individually as a “Party.”

***Recitals***

Williamson County desires Harris County’s assistance in purchasing certain materials, goods or services and Harris County desires Williamson County’s assistance in purchasing certain materials, goods or services.

Harris County and Williamson County currently purchase certain materials, goods, and services from various businesses (“Vendors”) under executed Harris County and Williamson County contracts.

Harris County agrees to allow Williamson County to utilize its current contracts and Williamson County agrees to allow Harris County to utilize its current contracts in order to increase the efficiency and effectiveness of government.

***Terms***

I.

Each Party agrees to supply the other Party with information concerning contracts each Party currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its

current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party's contracts through the utilization of this Agreement.

## II.

Each Party requesting Vendor to supply materials, goods, or services (the "Requesting Party") under an executed contract from the other Party ("Contracting Party") will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. The following language shall be included in each contract the Requesting Party enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using an executed contract between Vendor and [name of Contracting Party], subject to the following.

Vendor has the right to refuse the [name of Requesting Party] request to use the [name of Contracting Party] executed contract;

If Vendor agrees to contract with [name of Requesting Party] using its executed contract with [name of Contracting Party], then all materials, goods, or services purchased under the Agreement between [name of Requesting Party] and Vendor shall be in accordance with the current terms and conditions of the [name of Contracting Party] executed contract;

[name of Requesting Party] shall have no authority whatsoever to change any terms, conditions, or pricing in any [name of Contracting Party] contract;

In the event that the contract was procured using a Request For Proposals or any other procurement process that allows for negotiation, the [name of Requesting Party] may negotiate pricing and terms that would apply to [name of Requesting Party] only;

Vendor shall bill [name of Requesting Party] directly for any and all materials, goods, or services purchased by [name of Requesting Party] under the [name of Contracting Party] executed contract;

Vendor shall look only to [name of Requesting Party] for any and all compensation owed for purchases made by [name of Requesting Party] utilizing the executed [name of Contracting Party] contract; and

Vendor shall settle any and all disputes with [name of Requesting Party] concerning any purchases made by [name of Requesting Party]. [name of Contracting Party] shall not be a party to any dispute between Vendor and [name of Requesting Party], nor be responsible in any way for the acts or omissions of [name of Requesting Party]

## III.

Each Party understands that all the materials, goods, or services procured using the other Party's executed contracts shall be procured by the Party in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act Tex. Loc. Gov't Code §§ 262.021, *et. seq* as amended and the Purchasing and Contracting Authority of Municipalities Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by the Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to Tex. Gov't Code Ann. §§ 101.021, *et. seq.*, as amended.

V.

**EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT EXERCISES CONTROL.**

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court

of competent jurisdiction in Houston, Harris County, Texas.

## VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

## VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Each Party shall have the right to immediately terminate this Agreement upon a material breach by the other Party, which shall include but not be limited to noncompliance with Article II.

Either Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the Requesting Party to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the Contracting Party's contracts, until performed or discharged by the Requesting Party.

## IX.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or 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 Harris County or Williamson County at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Williamson County:      Williamson County, Texas  
405 MLK Suite 203  
Georgetown, TX 78626  
Attn: Nancy Rister

To Harris County:

Harris County Purchasing Agent  
1111 Fannin, 12<sup>th</sup> floor  
Houston, Texas 77002  
Attn: Diandra Singleton

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

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.


XI.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

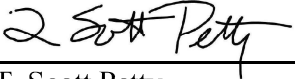
WILLIAMSON COUNTY

HARRIS COUNTY

By:   
Bill Gravel (Apr 11, 2023 16:59 CDT)  
BILL GRAVELL, JR.  
COUNTY JUDGE

DocuSigned by:  
By:   
266C1B1FCB5A4DC...  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By:   
T. Scott Petty  
Assistant County Attorney  
C.A. File 23GEN0660

June 6, 2023

**ORDER OF COMMISSIONERS COURT**  
Authorizing Execution of an Interlocal Agreement

Approve: E/G

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on June 6, 2023, with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN HARRIS COUNTY AND WILLIAMSON COUNTY**

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Agreement between Williamson County and Harris County, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030; to allow Harris County to utilize the current contracts of Williamson County and to allow Williamson County to utilize the current contracts of Harris County in order to increase the efficiency and effectiveness of government. The Interlocal Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

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# WILLIAMSON COUNTY SERVICES CONTRACT

(US Imaging, Inc.)

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**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 **US Imaging, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable.

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 February 29, 2024, or when terminated pursuant to this Contract, whichever event occurs first.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”** upon final completion of the services as determined by County.

The not-to-exceed amount under this Contract is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

**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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 <i>(including premises, completed operations and contractual)</i>	\$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 PERSONPER 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.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. 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: [Williamson County Vendor Reimbursement Policy.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 applicable; and
- B. 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.

[SIGNATURE PAGE TO FOLLOW]

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

**WILLIAMSON COUNTY:**

Bill Gravell Jr.  
Bill Gravell (Apr 11, 2023 16:59 CDT)  
\_\_\_\_\_  
Judge Bill Gravell, Jr.  
County Judge  
Date: Apr 11, 2023, 20\_\_\_\_

**SERVICE PROVIDER:**

US Imaging, Inc.  
\_\_\_\_\_  
Name of Service Provider  
Eric Nejedly  
\_\_\_\_\_  
Authorized Signature  
Eric Nejedly  
\_\_\_\_\_  
Printed Name  
Date: 4/3/\_\_\_\_, 2023

## **EXHIBIT A**

Proposal to:

**Scan Probate Court Records**

Presented to:

**Williamson County Clerk  
405 Martin Luther King Street  
Georgetown, TX 78626**

Presented by:

**US Imaging, Inc.  
400 S. Franklin Street  
Saginaw, MI 48607  
[www.us-imaging.com](http://www.us-imaging.com)**

Eric Nejedly  
Western Account Manager  
[enejedly@us-imaging.com](mailto:enejedly@us-imaging.com)  
(303) 319-9457

March 31, 2023

# US★ Imaging

March 31, 2023

Nancy Rister  
Williamson County Clerk  
405 Martin Luther King Street  
Georgetown, TX 78626

US Imaging, Inc. is pleased to present this proposal to scan **Probate Records** for Williamson County. Our team will provide Williamson County with an unparalleled combination of county expertise, proven processes, and state-of-the-art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 47 years and have successfully served over 968 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3-Stage Process** – Our unique 3-stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we prefer to scan all original media on-site with 24/7 access. When this cannot be accomplished, we can securely transport the files to our local office for processing.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- **ImageXpress** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify** – 100% of the images are inspected for legibility, grouped together as documents and indexed by 2 separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting** – 100% of the images are inspected two times as 12" x 18" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- **ImageReview** – A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail [enejedly@us-imaging.com](mailto:enejedly@us-imaging.com).

Sincerely,



Eric Nejedly  
Western Account Manager  
US Imaging, Inc.

**400 S. Franklin Street • Saginaw, MI 48607**  
**Phone: (989) 753-7933 • Fax: (800) 517-4293**

### **Williamson County Requirements:**

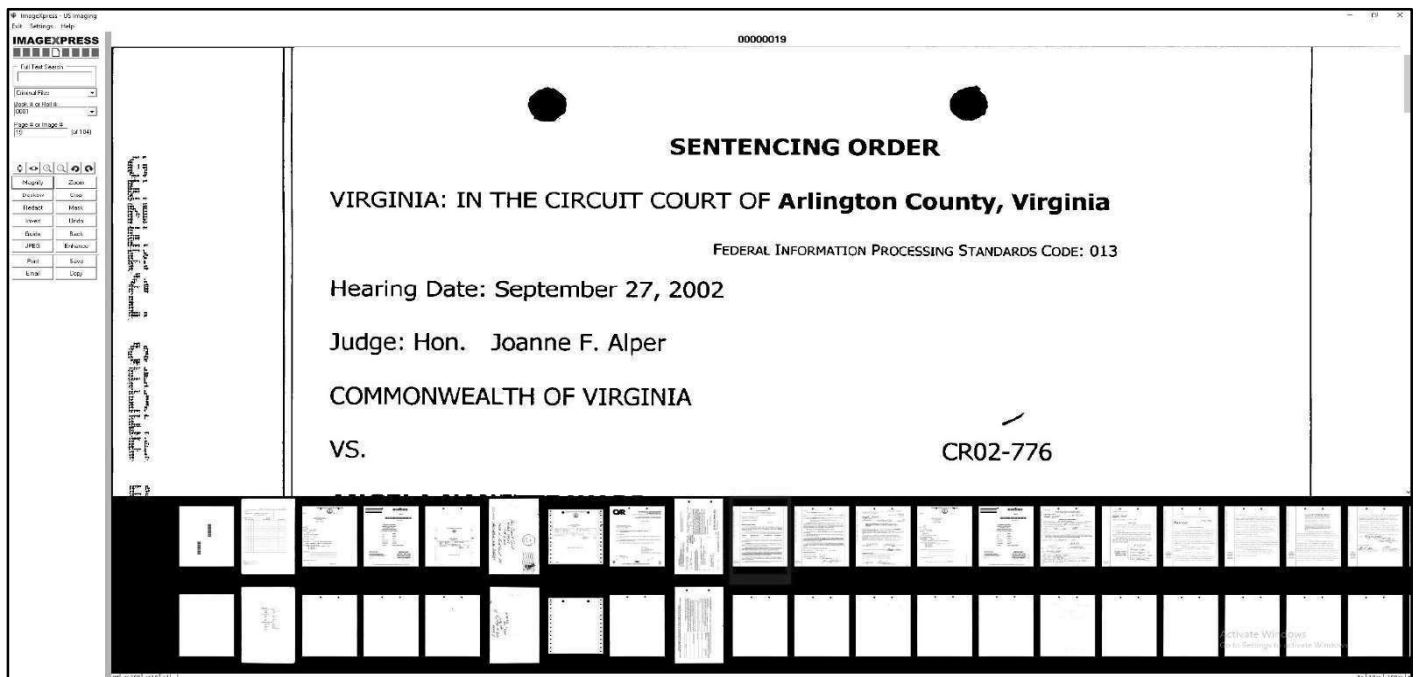
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with their software vendor, **Tyler Technologies**, to import images into the *Odyssey System*.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

### **US Imaging Requirements:**

#### **Stage 1 – Capture & Pilot**

- **Pack & Transport** – Our staff will pack files into archival quality storage boxes. These 15"x12"10" double wall construction boxes are very durable and easy to set up. These boxes can store 12" of Legal-size files or 15" of Letter-size files. Each box will be identified by the first and last file within each box. Our experienced drivers will load the boxes into our locked trucks with GPS tracking and deliver the files directly to our facility in Saginaw, MI. If files have been stored in adverse conditions US Imaging will deploy bug and mold remediation techniques to ensure the quality of the files before they arrive at our facility.
- **Inventory** – US Imaging staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Document Preparation** – US Imaging will prepare the documents for scanning by removing staples & paper clips, mounting sticky notes on blank pages and unfolding tri-fold, quad-fold and crinkled pages. Pages will be placed in archival quality boxes post scan for future shipment to Kofile for document preservation services.
- **De-Preparation** – Optional refolding of pages can be performed at an hourly rate of \$40 per hour.
- **Paper Scanning** – Media up to 12" x 25" will be scanned front and back at 300dpi and saved as color JPEG images. Media larger than 12" x 25" will be scanned separately with a planetary scanner, media larger than 24" x 36" will be scanned on a wide format scanner. All images are inspected on a 27" portrait monitor during scanning to check for any overlapping or skewed pages. If an image appears to have a problem due to scanner settings or scanner error, it will be rescanned at no charge. All pages will be returned to their original folder post scan. The County will receive 100% of the color JPEG images, the front and back of all pages regardless of content, to have an exact digital backup of the physical file.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Case #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **USB Hard Drives** – All single page JPEG images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for additional processing and off-site backup.

- **ImageXpress** – We will provide a software utility called **ImageXpress** to allow the County to retrieve single page JPEG & TIFF images until final images from Stage 3 are completed and imported into the Document Management System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted, and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.



## **Stage 2 – Crop, Inspect, Group, Index and Verify**

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12"W x 18"H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified in the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.
- **Manually Group & Index** – During scanning images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Case # of the first page of each new document.
- **Double Group, Index & Verify (Optional)** – Manual grouping and Indexing is prone to human errors, and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the

highest grouping and indexing accuracy possible.

- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report and **ImageReview** Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called **ImageReview** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). **ImageReview** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. **ImageReview** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

The screenshot shows the 'ImageReview' software interface. On the left is a table with columns for 'Book/Image', 'Issue', and 'ok'. The table contains 6 rows of image data. Below the table is a 'Total 6 images' label. On the right is a scanned document titled 'RELEASE OF MORTGAGE' with handwritten annotations and signatures.

	Book/Image	Issue	ok
1	1234/00000096.TIF	Dark	<input checked="" type="checkbox"/>
2	1234/00000280.TIF	Dark	<input checked="" type="checkbox"/>
3	1234/00000447.TIF	Dark	<input checked="" type="checkbox"/>
4	1234/00000690.TIF	Light	<input checked="" type="checkbox"/>
5	1234/00001011.TIF	Cut Off	<input checked="" type="checkbox"/>
6	1234/00001013.TIF	Dark	<input checked="" type="checkbox"/>

**Image**

RELEASE OF MORTGAGE  
 3807

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, ASSOCIATES FINANCIAL SERVICES COMPANY OF KENTUCKY, INC., a Kentucky corporation, does hereby release and discharge any interest which it has in a certain Real Estate Mortgage executed by Paul S. Henrich, JR and Diana L. Henrich the property described therein, said Real Estate Mortgage having been duly executed on 8/1/83, and recorded in the Office of the Clerk of the County of Warrick, State of Kentucky, in Mtg File #2 12787 Mortgage Record Book \_\_\_\_\_, Page \_\_\_\_\_, Instrument No. \_\_\_\_\_, and said Record. Officer is hereby instructed to release and cancel said Real Estate Mortgage from his records.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized Group Director, attested by its Assistant Secretary and its notary's seal affixed this 28 day of April, 1987.

ATTEST:  
 Assistant Secretary  
 Witness  
 Witness

ASSOCIATES FINANCIAL SERVICES CORP.  
 Michael Matthews  
 Group Director

MAY 12 5 11 AM '87  
 VERNY STRAHLE  
 RECORDER OF  
 WARRICK COUNTY, IN.

State of Kentucky  
 County of Fayette

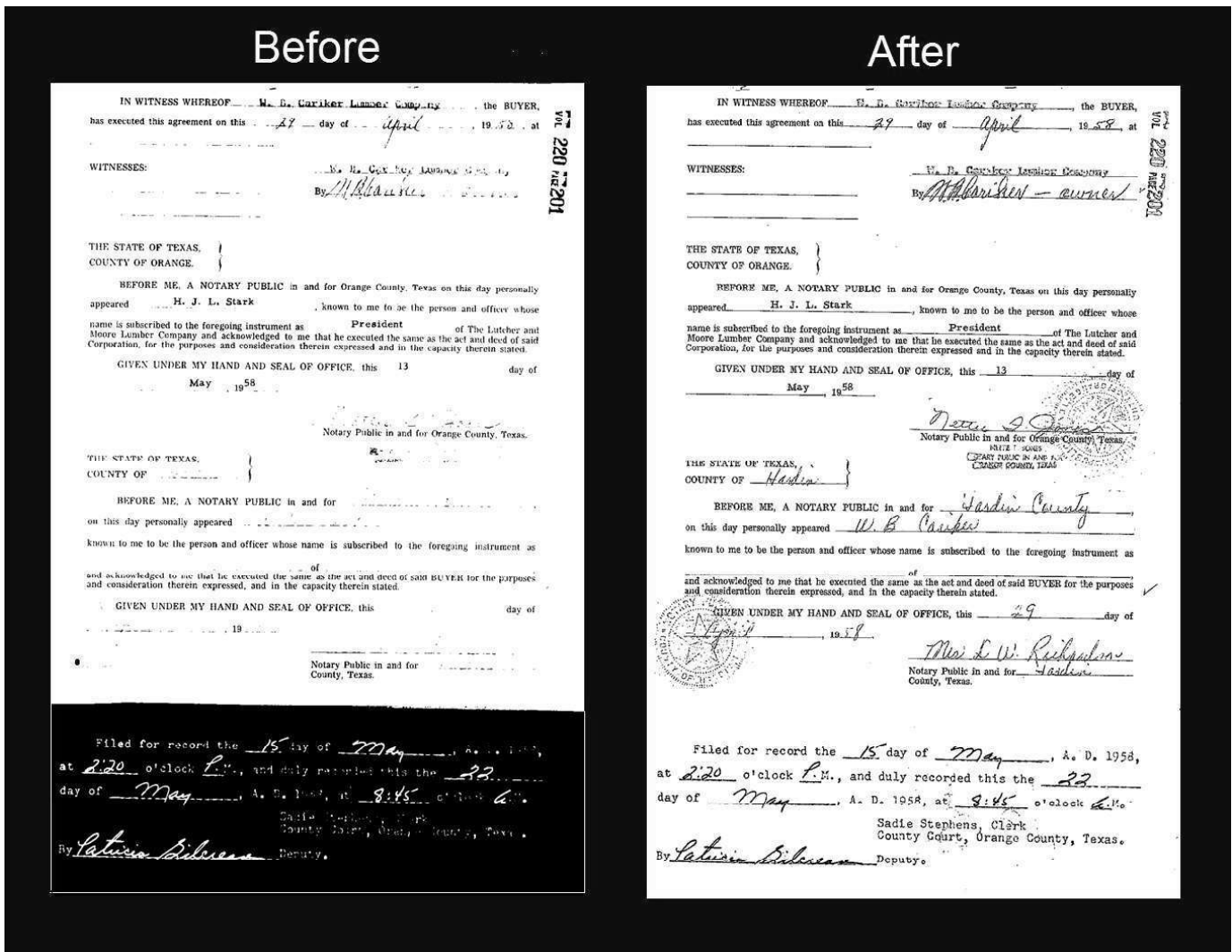
Before me, a Notary Public, this 28 day of April, 1987, personally appeared Associates Financial Services Corporation, by Michael Matthews, Group Director and Clady Tidwell, Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

This instrument was prepared by [Signature]  
 Associates Financial Services Corp  
 3261 [Address]  
 Nashville, Tennessee 37218

NOTARY PUBLIC  
 [Seal]

**Stage 3 – Enhance**

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Formatting** – We will format images and indexes for both microfilm archiving, to be accomplished under a separate contract, and importing into the County's imaging system.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 drive and stored and US Imaging for off-site backup.



**Project 1: Estimated Investment to Scan Probate Records at Round Rock Warehouse**

**Encapsulated (Probate Case #1-1455)**

1,455 Files	@	40 Pages per Case File	=	58,200 Pages
58,200 Pages	@	45% Pages with Backsides	=	26,190 Backsides

**Tri-Folds (Probate Case #2586-10850)**

36 Drawers	@	15.7 Cabinets	=	564 Drawers
564 Drawers	@	8 Inches per Drawer	=	4,512 Inches
4,512 Inches	@	65 Tri-Folded Pages per Inch	=	293,280 Pages
293,280 Pages	@	45% Pages with Backsides	=	131,976 Backsides
517,911 Images	@	20% Poor Quality Images	=	103,583 Poor Images
84,390 Images	@	600 Encapsulated Images Scanned per Hour per Staff	=	141 Hours
293,280 Pages	@	125 Pages Prepped & Scanned per Hour per Staff	=	2,347 Hours
2,488 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	114 Days
4,512 Inches	@	12 Inches per Archival Quality Box (15"x12"x10") <sup>1</sup>	=	376 Boxes
517,911 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	1,295 GB for JPEG's
517,911 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	130 GB for TIFF's

**Stage 1**

114 Days	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$45,600.00
84,390 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Encapsulated)	=	\$16,878.00
8,265 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Envelopes)	=	\$1,653.00
425,256 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Tri-Folds)	=	\$85,051.20 63%
517,911 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	<u>\$5,179.11</u> \$154,361.31

**Stage 2**

517,911 Images	@	\$0.025 Per Image to Remove Excess Borders	=	\$12,947.78
517,911 Images	@	\$0.025 Per TIFF to Single Inspect & Report to 98% Quality	=	\$12,947.78
517,911 Images	@	\$0.025 Per TIFF to Double Inspect & Report to 100% Quality	=	\$12,947.78
517,911 Images	@	\$0.025 Per TIFF to Single Group & Index to 98% Accuracy <sup>2</sup>	=	\$12,947.78 26%
517,911 Images	@	\$0.025 Per TIFF to Double Group & Index to 100% Accuracy <sup>2</sup>	=	<u>\$12,947.78</u> \$64,738.88

**Stage 3**

103,583 Images	@	\$0.25 Per TIFF to Enhance & Replace Poor Quality	=	\$25,895.75
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup	=	\$400.00 11%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	<u>\$45.00</u> \$26,340.75

**Total Investment** **\$245,440.94**

<sup>1</sup>In lieu of refolding pages post scan, USI staff will pack the records in boxes for Kofile Preservation.

<sup>2</sup>Group & Index by Case #

NOTE: Some Case Files are being preserved by Kofile and are not physically available for scanning at this time.

**ACCEPTANCE AND AUTHORIZATION:**

The proposed quantities above are estimated; invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment. **Final Images will be delivered to the County no later than September 30, 2023. The County has a do not exceed budget of \$275,000; any case files that exceed this budget amount will be held for processing in FY2024. US Imaging will process the encapsulated files first, then work from Case #10850 backwards until the entire budget is utilized.**

All hard drives, images, and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Williamson County images and/or indexes to any other entity without the County's express permission.

US Imaging, Inc. has aligned itemized pricing to the services presented to Harris County through Contract/Project ID 170041. The current term of the contract between US Imaging and Harris County is valid through February 29, 2024.

Williamson County may designate acceptance of this proposal by the signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Williamson County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

**Accepted by:**

Authorized County Representative  
Williamson County  
405 Martin Luther King Street  
Georgetown, TX 78626

Signature:   
Bill Gravell (Apr 11, 2023 16:59 CDT)

Date: Apr 11, 2023

**Accepted by:**

Eric Nejedly  
Western Account Manager  
US Imaging, Inc.  
400 S. Franklin Street  
Saginaw, MI 48607

Signature: 

Date: March 31, 2023

**Please Check the Approved Project:**

Project 1: Scan Probate Court Records =

\$245,440.94

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**CONTRACT AMENDMENT  
TO  
WILLIAMSON COUNTY  
SERVICES CONTRACT  
(US Imaging, Inc.)**

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**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 CONTRACT AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT** (hereinafter “Amendment”) 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 **US Imaging, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties.

RECITALS

**WHEREAS**, the County and Service Provider previously executed a Service Contract (the “Contract”), being dated effective April 11, 2023, wherein Service Provider agreed to provide probate record scanning services;

**WHEREAS**, County desires to engage Service Provider to provide additional scanning services.

**NOW, THEREFORE**, premises considered, the Parties agree that the Contract is amended as follows:

AGREEMENT

- I. Section I, Services, of the Contract shall be amended as follows:

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A”** and **Exhibit “B”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable.

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"** and **Exhibit "B."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II. Section II, Effective Date and Term, of the Contract shall be amended as follows:

**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 September 30, 2024, or when terminated pursuant to this Contract, whichever event occurs first.

III. Section III, Consideration and Compensation, of the Contract shall be amended as follows:

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and **Exhibit "B"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Six Hundred Seventy-Five Thousand Dollars (\$675,000.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV. Section XXI, Entire Contract & Incorporated Documents; Conflicting Terms, of the Contract shall be amended as follows:

**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" and Exhibit "B" which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and

B. 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.

- V. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Contract; and furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.
- VI. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Judge Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_, 20

**US IMAGING, INC:**

Alicia Floyd, Contract Manager

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Authorized Signature

Date: November 1, 20 23

## **Exhibit “B”**

Proposal to:

**Scan Deed of Trust, Probate Minute  
and Various Record Books On-Site**

Presented to:

**Williamson County Clerk  
405 Martin Luther King Street  
Georgetown, TX 78626**

Presented by:

**US Imaging, Inc.  
400 S. Franklin Street  
Saginaw, MI 48607  
[www.us-imaging.com](http://www.us-imaging.com)**

Eric Nejedly  
Western Account Manager  
[enejedly@us-imaging.com](mailto:enejedly@us-imaging.com)  
(303) 319-9457

September 25, 2023

# US★Imaging

September 25, 2023

Nancy Rister  
Williamson County Clerk  
405 Martin Luther King Street  
Georgetown, TX 78626

US Imaging, Inc. is pleased to present this proposal to scan **Deed of Trust, Probate Minute, and Various Record Books** for Williamson County. Our team will provide Williamson County with an unparalleled combination of county expertise, proven processes, and state-of-the-art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 47 years and have successfully served over 983 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3-Stage Process** – Our unique 3-stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we prefer to scan all original media on-site with 24/7 access. When this cannot be accomplished, we can securely transport the files to our local office for processing.
- **State-of-the-Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- **ImageXpress** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Name, & Verify** – 100% of the images are inspected for legibility, grouped together as documents, and named by two separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting** – 100% of the images are inspected two times as 12" x 18" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- **ImageReview** – A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Records Management System on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail [enejedly@us-imaging.com](mailto:enejedly@us-imaging.com).

Sincerely,



Eric Nejedly  
Western Account Manager  
US Imaging, Inc.

**400 S. Franklin Street • Saginaw, MI 48607**  
**Phone: (989) 753-7933 • Fax: (800) 517-4293**

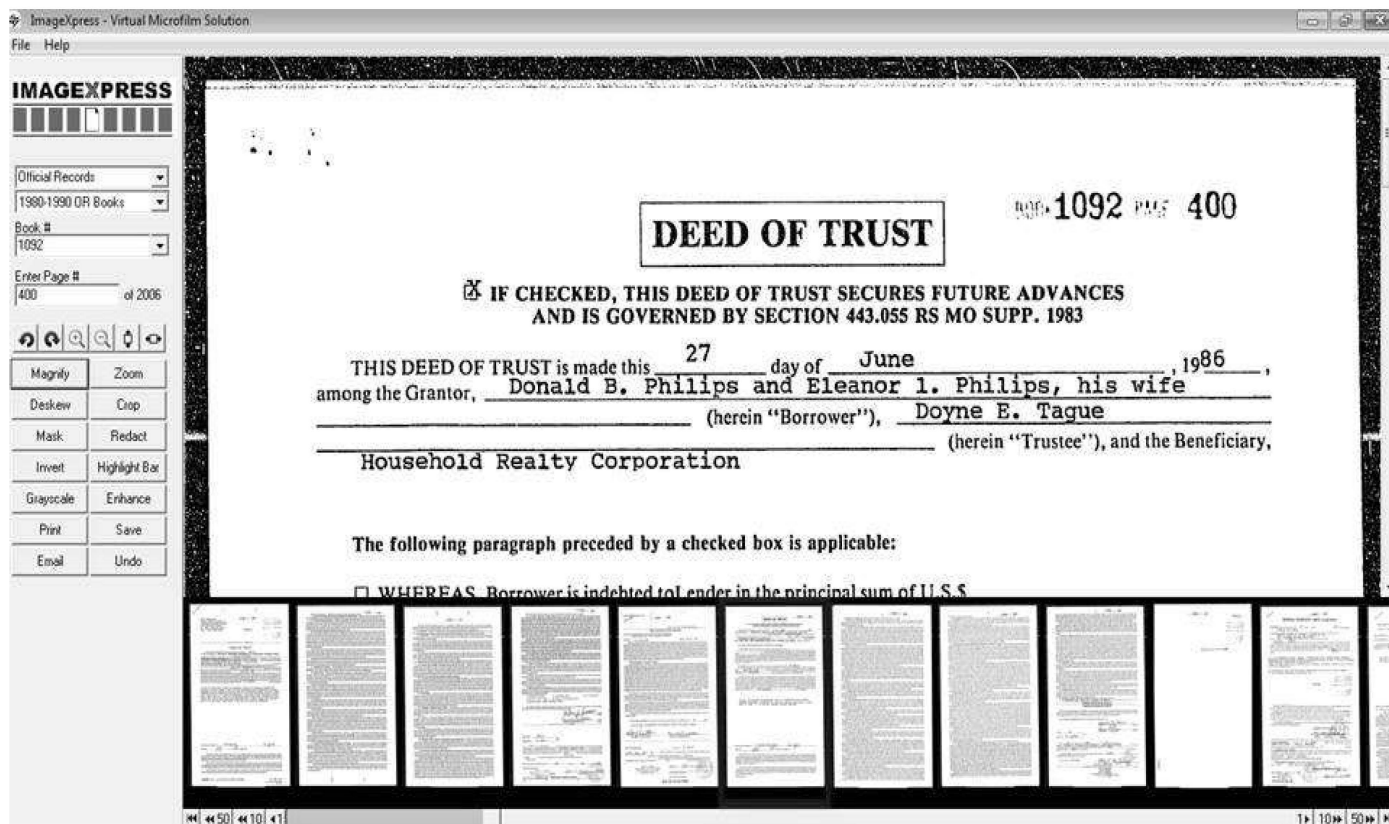
### **Williamson County Requirements:**

- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with their software vendor, **Tyler Technologies**, to import images into *Eagle Recorder and Odyssey*.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality, naming, formatting, and index accuracy or request changes prior to completing Stage 2 and 3.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement of Poor Quality images.

### **US Imaging Requirements:**

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site at our local warehouse 24 hours per day, 7 days a week. *Each Phase includes two (2) additional days for the pickup and return of the associated media.*
- **Inventory** – US Imaging Staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Tracking** – Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$60.00 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time vertical lines appear to minimize file size and eliminate data from being covered up.
- **Plat Inspection/Preparation** – This will include unbinding, unrolling, unfolding documents, mending tears and bent corners and orientate pages for optimum scanning throughput.
- **Plat Scanning** – Plats will be scanned with a large format Drawing Scanner at 300 dpi Grayscale JPEG images and 300 dpi Black and White TIFF images. Capturing grayscale JPEG images allows US Imaging to enhance black and white TIFF images at any point in the future without having to physically rescan the pages. All JPEG images are sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **On-Site Content Inspection** – After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premises. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between the number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed. Black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3.

- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. **One set will be stored at US Imaging for additional processing and off-site backup.**
- **ImageXpress Software** – We will provide a software utility called **ImageXpress** to allow the County to retrieve single-page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted, and viewed in Black & White or Grayscale. Grayscale images can be adjusted to lighter and darker, and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG, or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.



## **Stage 2 – Crop, Double Inspect, Group, Name, and Verify**

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12" W x 18" H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified in the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified

by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.

- **Page Duplication** – Handwritten Books commonly have multiple documents on a single page. These pages are duplicated so that each document can have its own set of images. A 600-page handwritten book will typically contain 900 documents; thus 300 pages will be duplicated.
- **Double Page Duplication (Optional)** – Duplication of pages is performed a second time and the second set of duplicated images are electronically compared against the first set of duplicated images and any mismatches are corrected by a third set of operators to provide the most accurate duplicating possible.
- **Manually Group & Name** – During scanning, images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual images together as documents and name each document by the Book-Page # of the first page of each new document in a single pass at 98% accuracy.
- **Double Group, Name, & Verify (Optional)** – Manual grouping and naming is prone to human errors, and we highly recommend double grouping and naming to eliminate them. 100% of the images will be grouped and named a second time by a second indexer. The documents and naming identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, and corrected by a third indexer to guarantee the highest grouping and naming accuracy possible.
- **USB Hard Drives** – 100% of the inspected, cropped, grouped, named, and verified TIFF images, the Poor Quality Image Report and *ImageReview* Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.

- ImageReview Software** - We will provide a reviewing software program called **ImageReview** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). **ImageReview** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. **ImageReview** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

PQ ReView [C:\Users\scott\D...]

## US Imaging

Open    Group    Export    E-Mail

Unhighlight all records

	Book/Image	Issue	ok
1	1234/0000096.TIF	Dark	<input checked="" type="checkbox"/>
2	1234/00000280.TIF	Dark	<input checked="" type="checkbox"/>
3	1234/00000447.TIF	Dark	<input checked="" type="checkbox"/>
4	1234/00000690.TIF	Light	<input checked="" type="checkbox"/>
5	1234/00001011.TIF	Cut Off	<input checked="" type="checkbox"/>
6	1234/00001013.TIF	Dark	<input checked="" type="checkbox"/>

Total 6 images

3007    RELEASE OF MORTGAGE

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, ASSOCIATES FINANCIAL SERVICES COMPANY OF KENTUCKY, INC., a Kentucky corporation, does hereby release and discharge any interest which it has in a certain Real Estate Mortgage executed by Paul S. Henrich, JR and Diana L. Henrich the property described therein, said Real Estate Mortgage having been duly executed on 8/1/83, and recorded in the Office of the Clerk of the County of Warrick, State of Kentucky, in Mtg File #2 12787, Mortgage Record Book: \_\_\_\_\_, Page \_\_\_\_\_, Instrument No. \_\_\_\_\_, and said Record. Officer is hereby instructed to release and cancel said Real Estate Mortgage from his records.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized Group Director, attended to by its Assistant Secretary and its notary's seal affixed this 28 day of April, 1987.

ATTEST: \_\_\_\_\_      ASSOCIATES FINANCIAL SERVICES CORP.  
 Assistant Secretary      Michael Hutchins  
 Group Director


Witness \_\_\_\_\_      May 12 9 11 AM '87  
 \_\_\_\_\_      VICKIE SIKAHLE  
 RECORDER OF  
 WARRICK COUNTY, IN.

ACKNOWLEDGMENT

State of Kentucky      ss  
 County of Fayette

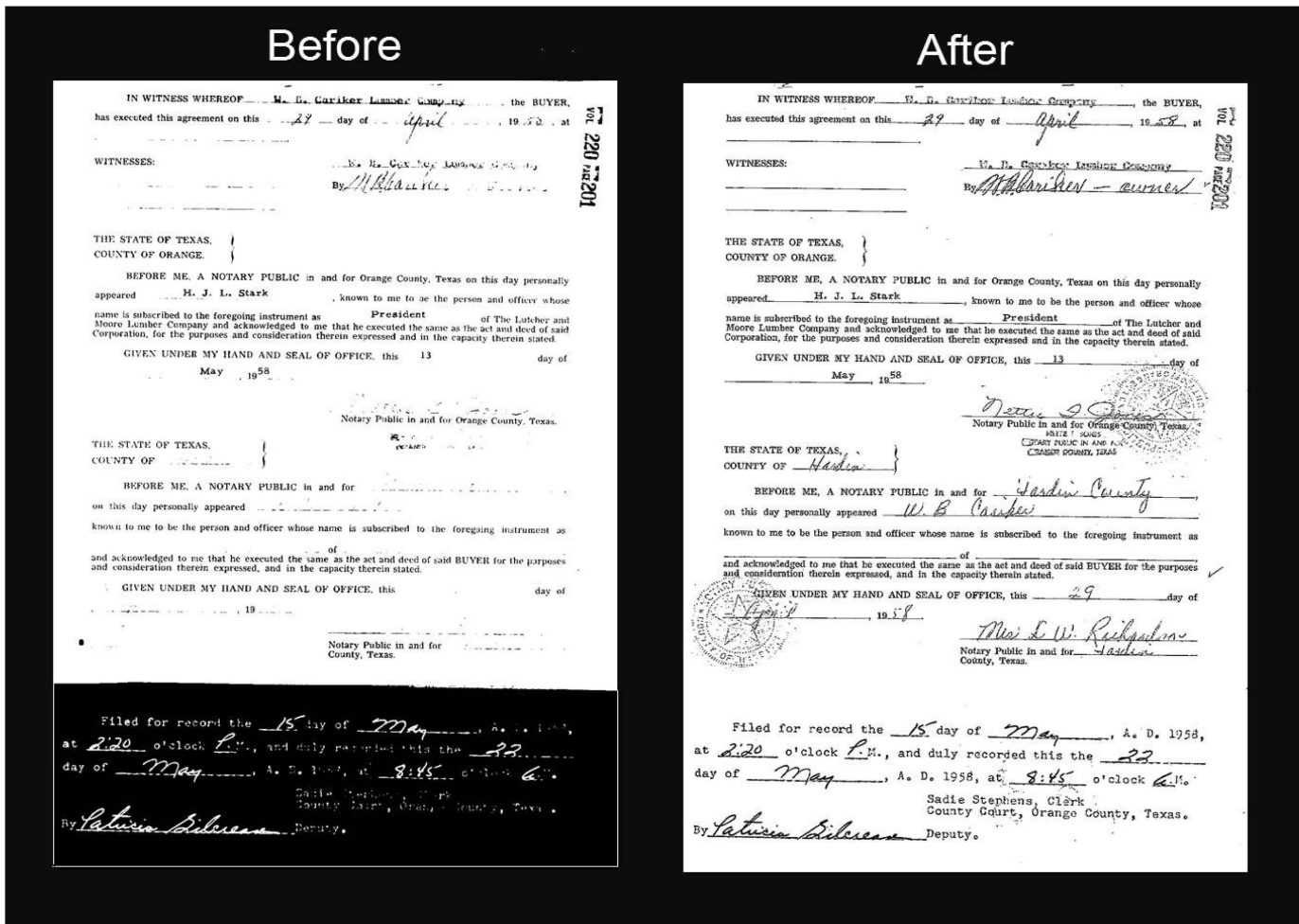
Before me, a Notary Public, this 28 day of April, 1987, personally appeared Associates Financial Services Corporation, D. Michael Hutchins, Group Director and Cindy Tridwell, Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.

This instrument was prepared by: dpa      Notary Public  
 Associates Financial Services Corp.  
 2261 ...  
 Indianapolis, Indiana 46210



**Stage 3 – Enhance & Format**

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Masking (Optional)** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page numbers, page margins and overall format of the page will not be changed.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information are commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Formatting** – We will format images and indexes for importing into the County's Records Management System.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. **One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.**



**Phase 1: Estimated Investment to Scan Probate Records at Round Rock Warehouse**

**Encapsulated (Probate Case #1456-2587)**

1,455 Files	@	20 Pages per Case File	=	29,100 Pages	
29,100 Pages	@	75% Pages with Backsides	=	21,825 Backsides	
50,925 Images	@	20% Poor Quality Images	=	10,185 Poor Images	
58,200 Images	@	600 Encapsulated Images Scanned per Hour per Staff	=	97 Hours	
97 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	5 Days	
58,200 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	146 GB for JPEG's	
50,925 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	13 GB for TIFF's	

**Stage 1**

7 Days	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$2,800.00	
58,200 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Encapsulated)	=	\$11,640.00	
58,200 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	\$582.00	
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup	=	\$400.00	58%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u>	\$15,497.00

**Stage 2**

50,925 Images	@	\$0.03 Per TIFF to Remove Excess Borders	=	\$1,527.75	
50,925 Images	@	\$0.03 Per TIFF to Single Inspect & Report to 98% Quality	=	\$1,527.75	
50,925 Images	@	\$0.03 Per TIFF to Double Inspect & Report to 100% Quality	=	\$1,527.75	
50,925 Images	@	\$0.03 Per TIFF to Single Group & Name to 98% Accuracy <sup>1</sup>	=	\$1,527.75	
50,925 Images	@	\$0.03 Per TIFF to Double Group & Name to 100% Accuracy <sup>1</sup>	=	\$1,527.75	
1 Drive	@	\$200.00 Per USB Hard Drive, Copying	=	\$200.00	29%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u>	\$7,913.75

**Stage 3**

10,185 Images	@	\$0.32 Per TIFF to Enhance & Replace Poor Quality	=	\$3,259.20	
1 Drive	@	\$200.00 Per USB Hard Drive with Formatting for Tyler <i>Odyssey</i>	=	\$200.00	13%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u>	\$3,534.20

**Total Investment** **\$26,944.95**

<sup>1</sup>Name by Case #

**Phase 2: Estimated Investment to Scan Deed of Trust Record Books at Round Rock Warehouse**

**Bound & Encapsulated Books**

25 Books	@	600 Pages per Book (Vols. 1-75 portion)	=	15,000 Images
22 Books	@	600 Pages per Book (Vols. 76-97) - Rebound w/ Extender	=	13,200 Images

**Mechanical Books (up to 12" Wide)**

50 Books	@	600 Pages per Book (Vols. 1-75 portion)	=	30,000 Images
70 Books	@	600 Pages per Book (Vols. 98-167) - Photostat	=	42,000 Images
229 Books	@	1,000 Pages per Book (Vols. 168-396) - Print, Duplex	=	229,000 Images
329,200 Images	@	17% Poor Quality Images	=	55,964 Poor Images
100,200 Images	@	50% Multiple Documents per Page	=	50,100 Multi-Docs
42,000 Images	@	20% Dual Polarity Pages	=	8,400 Dual Polarity
42,000 Images	@	100% Marginal Notation Pages	=	42,000 Notations
15,000 Images	@	600 Bound Images Scanned per Hour per Staff	=	25 Hours
13,200 Images	@	400 OS Mechanical Images Scanned per Hour per Staff	=	33 Hours
301,000 Images	@	1,800 Mechanical Images Scanned per Hour per Staff	=	168 Hours
226 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	11 Days
329,200 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	823 GB for JPEG's
329,200 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	83 GB for TIFF's

**Stage 1**

13 Days	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$5,200.00
15,000 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Bound)	=	\$3,000.00
13,200 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Encapsulated)	=	\$2,640.00
301,000 Images	@	\$0.07 Per Image to Scan 300dpi JPEG (Mechanical)	=	\$21,070.00
329,200 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	\$3,292.00
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup	=	\$400.00 30%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$35,677.00

**Stage 2**

329,200 Images	@	\$0.03 Per TIFF to Remove Excess Borders	=	\$9,876.00
329,200 Images	@	\$0.03 Per TIFF to Single Inspect & Report to 98% Quality	=	\$9,876.00
329,200 Images	@	\$0.03 Per TIFF to Double Inspect & Report to 100% Quality	=	\$9,876.00
50,100 Images	@	\$0.035 Per TIFF to Single Duplicate Pages to 98% Accuracy	=	\$1,753.50
50,100 Images	@	\$0.035 Per TIFF to Double Duplicate Pages to 100% Accuracy	=	\$1,753.50
379,300 Images	@	\$0.03 Per TIFF to Single Group & Name to 98% Accuracy (Bk-Pg)	=	\$11,379.00
379,300 Images	@	\$0.03 Per TIFF to Double Group & Name to 100% Accuracy (Bk-Pg)	=	\$11,379.00
37,930 Docs	@	\$0.0117 Per Handwritten Document to Double Pass Index - Doc #	=	\$443.78
189,650 Docs	@	\$0.0094 Per Typed Document to Double Pass Index - Doc #	=	\$1,782.71
1 Drive	@	\$200.00 Per USB Hard Drive, Copying	=	\$200.00 49%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$58,394.49

**Stage 3**

55,964 Images	@	\$0.32 Per TIFF to Enhance & Replace Poor Quality	=	\$17,908.48
100,200 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$3,507.00
8,400 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity on Photostat Pages	=	\$294.00
42,000 Images	@	\$0.05 Per TIFF to Reverse Marginal Notations on Photostat Pages	=	\$2,100.00
1 Drive	@	\$200.00 Per USB Hard Drive with Formatting for Tyler Eagle	=	<u>\$200.00</u> 20%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$24,084.48

**Total Investment**

**\$118,155.97**

**Phase 3: Estimated Investment to Scan Probate Minute Record Books at Round Rock Warehouse**

**Bound & Encapsulated Books**

38 Books	@	600 Pages per Book (Vols. 1-38)	=	22,800 Images
59 Books	@	650 Pages per Book (Vols. 69-127) - Encapsulated, Photostat	=	38,350 Images

**Mechanical Books (up to 12" Wide)**

30 Books	@	600 Pages per Book (Vols. 39-68)	=	18,000 Images
231 Books	@	1,000 Pages per Book (Vols. 128-358) - Print, Simplex	=	231,000 Images
310,150 Images	@	17% Poor Quality Images	=	52,726 Poor Images
79,150 Images	@	50% Multiple Documents per Page	=	39,575 Multi-Docs
38,350 Images	@	20% Dual Polarity Pages	=	7,670 Dual Polarity
38,350 Images	@	100% Marginal Notation Pages	=	38,350 Notations
22,800 Images	@	600 Bound Images Scanned per Hour per Staff	=	38 Hours
38,350 Images	@	400 OS Mechanical Images Scanned per Hour per Staff	=	96 Hours
18,000 Images	@	1,800 Mechanical Images Scanned per Hour per Staff	=	10 Hours
231,000 Images	@	900 Mechanical Simplex Images Scanned per Hour per Staff	=	257 Hours
401 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	19 Days
310,150 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	776 GB for JPEG's
310,150 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	78 GB for TIFF's

**Stage 1**

21 Days	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$8,400.00
22,800 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Bound)	=	\$4,560.00
38,350 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Encapsulated)	=	\$7,670.00
249,000 Images	@	\$0.07 Per Image to Scan 300dpi JPEG (Mechanical)	=	\$17,430.00
310,150 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	\$3,101.50
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup	=	\$400.00 36%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$41,636.50

**Stage 2**

310,150 Images	@	\$0.03 Per Image to Remove Excess Borders	=	\$9,304.50
310,150 Images	@	\$0.03 Per TIFF to Single Inspect & Report to 98% Quality	=	\$9,304.50
310,150 Images	@	\$0.03 Per TIFF to Double Inspect & Report to 100% Quality	=	\$9,304.50
39,575 Images	@	\$0.035 Per TIFF to Single Duplicate Pages to 98% Accuracy	=	\$1,385.13
39,575 Images	@	\$0.035 Per TIFF to Double Duplicate Pages to 100% Accuracy	=	\$1,385.13
349,725 Images	@	\$0.03 Per TIFF to Single Group & Name to 98% Accuracy <sup>1</sup>	=	\$10,491.75
349,725 Images	@	\$0.03 Per TIFF to Double Group & Name to 100% Accuracy <sup>1</sup>	=	\$10,491.75
1 Drive	@	\$200.00 Per USB Hard Drive, Copying	=	\$200.00 45%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$51,942.25

**Stage 3**

52,726 Images	@	\$0.32 Per TIFF to Enhance & Replace Poor Quality	=	\$16,872.32
79,150 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$2,770.25
7,670 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity on Photostat Pages	=	\$268.45
38,350 Images	@	\$0.05 Per TIFF to Reverse Marginal Notations on Photostat Pages	=	\$1,917.50
1 Drive	@	\$200.00 Per USB Hard Drive with Formatting for Tyler Odyssey	=	<u>\$200.00</u> 19%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$22,103.52

**Total Investment** **\$115,682.27**

<sup>1</sup>Name by Meeting Date

**Phase 4 Various Record Book Inventory**

	<b>Bound</b>	<b>OS Mechanical/ Encapsulated</b>	<b>Mechanical: Typed</b>	<b>Mechanical: Photostat</b>	<b>Mechanical: Print (Simplex)</b>
<b>Abstract of Judgement Books Vols. 1-44 +4</b>	3		4	3	38
<b>Mechanic Liens Books Vols. 1-32</b>	7		14	11	
<b>Naturalization Books</b>		29			
<b>Alien Owned Land Book</b>			1		
<b>Election Returns Books</b>		13			
<b>Condominium Book</b>					1
<b>Survey Books</b>		2			
<b>Delayed Births Books</b>		6			
<b>Bonds Books</b>	5		2		
<b>Bonds/Brands Books</b>		2			
<b>Deputation Records Books</b>	3	2	1		3
<b>Guardianship Minutes Books</b>	2				8
<b>Small Estates Books</b>	1				2
<b>Bond Register Books</b>		2			
<b>Bond Record Books</b>	8		2	2	4
<b>Misdemeanor Fee Docket Books</b>	9				
<b>Survey Record Books</b>		14			
<b>Mental Illness Docket Books</b>		6			
<b>Field Notes Books</b>		3			
<b>Bill of Sale Books</b>	6		2	3	1
<b>Laborers Lien Record 2</b>		2			
<b>Grand Jury Minutes Books</b>		3			
<b>Bonds to Pay Liens Books</b>		2			
<b>Surveyor Records Books</b>		3			
<b>Dentist License Books</b>		2			
<b>Nurse Register Book (Black)</b>		1			
<b>Hospital Lien Book (Red)</b>		1			
<b>Field Note Book (Red)</b>		2			
<b>Notary Bond Books</b>		6			
<b>Execution Docket Books (Red)</b>		6			
<b>Road Minutes Books (Brown)</b>		2			
<b>School Board Books</b>	1	1			
<b>Equalization Books (Brown)</b>		4			
<b>Lunacy Docket Books (Brown)</b>		7			
<b>Bond/Miscellaneous Books (Gray)</b>		2			
<b>Civil Minutes Books</b>					11
<b>Embalmers Record Books</b>		2			
<b>Criminal Minutes Books Vols. 11-50</b>					40
<b>Discharge Record Books</b>	4		4	2	4
<b>Total Inventory</b>	<b>49</b>	<b>125</b>	<b>30</b>	<b>21</b>	<b>112</b>

**Phase 4: Estimated Investment to Scan Various Record Books at Round Rock Warehouse**

**Bound & Encapsulated Books**

49 Books	@	600 Pages per Book	=	29,400 Images
125 Books	@	504 Pages per Book - Encapsulated	=	63,000 Images

**Mechanical Books (up to 12" Wide)**

30 Books	@	600 Pages per Book	=	18,000 Images
21 Books	@	650 Pages per Book - Photostat	=	13,650 Images
112 Books	@	1,000 Pages per Book - Print, Simplex	=	112,000 Images
236,050 Images	@	25% Poor Quality Images	=	59,013 Poor Images
124,050 Images	@	50% Multiple Documents per Page	=	62,025 Multi-Docs
13,650 Images	@	20% Dual Polarity Pages	=	2,730 Dual Polarity
13,650 Images	@	100% Marginal Notation Pages	=	13,650 Notations
29,400 Images	@	600 Bound Images Scanned per Hour per Staff	=	49 Hours
63,000 Images	@	400 OS Mechanical Images Scanned per Hour per Staff	=	158 Hours
31,650 Images	@	1,800 Mechanical Images Scanned per Hour per Staff	=	18 Hours
112,000 Images	@	900 Mechanical Simplex Images Scanned per Hour per Staff	=	125 Hours
350 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	16 Days
236,050 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	591 GB for JPEG's
236,050 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	60 GB for TIFF's

**Stage 1**

18 Days	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$7,200.00
29,400 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Bound)	=	\$5,880.00
63,000 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Encapsulated)	=	\$12,600.00
143,650 Images	@	\$0.07 Per Image to Scan 300dpi JPEG (Mechanical)	=	\$10,055.50
236,050 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	\$2,360.50
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup	=	\$400.00 36%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$38,571.00

**Stage 2**

236,050 Images	@	\$0.03 Per Image to Remove Excess Borders	=	\$7,081.50
236,050 Images	@	\$0.03 Per TIFF to Single Inspect & Report to 98% Quality	=	\$7,081.50
236,050 Images	@	\$0.03 Per TIFF to Double Inspect & Report to 100% Quality	=	\$7,081.50
62,025 Images	@	\$0.035 Per TIFF to Single Duplicate Pages to 98% Accuracy	=	\$2,170.88
62,025 Images	@	\$0.035 Per TIFF to Double Duplicate Pages to 100% Accuracy	=	\$2,170.88
298,075 Images	@	\$0.03 Per TIFF to Single Group & Name to 98% Accuracy (Bk-Pg)	=	\$8,942.25
298,075 Images	@	\$0.03 Per TIFF to Double Group & Name to 100% Accuracy (Bk-Pg)	=	\$8,942.25
29,808 Docs	@	\$0.0117 Per HW Document to Double Pass Index - Doc #	=	\$348.75
149,038 Docs	@	\$0.0094 Per Typed Document to Double Pass Index - Doc #	=	\$1,400.96
1 Drive	@	\$200.00 Per USB Hard Drive, Copying	=	\$200.00 42%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$45,495.46

**Stage 3**

59,013 Images	@	\$0.32 Per TIFF to Enhance & Replace Poor Quality	=	\$18,884.16
124,050 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$4,341.75
2,730 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity on Photostat Pages	=	\$95.55
13,650 Images	@	\$0.05 Per TIFF to Reverse Marginal Notations on Photostat Pages	=	\$682.50
1 Drive	@	\$200.00 Per USB Hard Drive with Formatting for Tyler Eagle	=	<u>\$200.00</u> 22%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment	=	<u>\$75.00</u> \$24,278.96

**Total Investment**

**\$108,345.42**

**Phase 5: Estimated Investment to Scan Plats at Round Rock Warehouse**

**Oversized Plats**

75 Plats	@	4 Images per Plat	=	300 Images	
300 Images	@	125% Poor Quality Images	=	375 Poor Images	
300 Images	@	100% Marginal Notations	=	300 Notations	
300 Images	@	50 Plats Prepped and Scanned per Hour per Staff	=	6 Hours	
6 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	1 Day	
300 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	1 GB for JPEG's	
300 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	1 GB for TIFF's	

**Stage 1**

1 Day	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$400.00	
300 Images	@	\$0.20 Per Image to Scan 300dpi JPEG	=	\$60.00	
300 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	\$3.00	
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup*	=	\$0.00	71%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment*	=	<u>\$0.00</u>	\$463.00

**Stage 2**

300 Images	@	\$0.03 Per Image to Remove Excess Borders	=	\$9.00	
300 Images	@	\$0.03 Per TIFF to Single Inspect & Report to 98% Quality	=	\$9.00	
300 Images	@	\$0.03 Per TIFF to Double Inspect & Report to 100% Quality	=	\$9.00	
300 Images	@	\$0.03 Per TIFF to Single Group & Name to 98% Accuracy (Bk-Pg)	=	\$9.00	
300 Images	@	\$0.03 Per TIFF to Double Group & Name to 100% Accuracy (Bk-Pg)	=	\$9.00	
75 Docs	@	\$0.3189 Per Typed Document to Double Pass Index <sup>1</sup>	=	\$23.92	
1 Drive	@	\$200.00 Per USB Hard Drive, Copying & Backup*	=	\$0.00	11%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment*	=	<u>\$0.00</u>	\$68.92

**Stage 3**

375 Images	@	\$0.32 Per TIFF to Enhance & Replace Poor Quality	=	\$120.00	
1 Drive	@	\$200.00 Per USB Hard Drive with Formatting for Tyler Eagle*	=	\$0.00	18%
1 Shipment	@	\$75.00 Per USB Hard Drive Shipment*	=	<u>\$0.00</u>	\$120.00

**Total Investment** **\$651.92**

\*Media Transport and Hard Drives are included in other phases.

<sup>1</sup>Index by Document # and Subdivision Name

**ACCEPTANCE AND AUTHORIZATION:**

The proposed quantities above are estimated; invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment. **Final Images will be delivered to the County no later than September 30, 2024.**

All hard drives, images, and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Williamson County images and/or indexes to any other entity without the County's express permission.

US Imaging, Inc. has aligned itemized pricing to the services presented to Harris County through Contract/Project ID 170041. The current term of the contract between US Imaging and Harris County is valid through February 29, 2024.

Williamson County may designate acceptance of this proposal by the signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Williamson County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

**Accepted by:**

Authorized County Representative  
Williamson County  
405 Martin Luther King Street  
Georgetown, TX 78626

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted by:**

Eric Nejedly  
Western Account Manager  
US Imaging, Inc.  
400 S. Franklin Street  
Saginaw, MI 48607

Signature:  \_\_\_\_\_

Date: September 25, 2023

**Please Check the Approved Phase(s):**

_____ Phase 1: Scan Probate Records	=	\$26,944.95
_____ Phase 2: Scan Deed of Trust Books	=	\$118,155.97
_____ Phase 3: Scan Probate Minute Record Books	=	\$115,682.27
_____ Phase 4: Scan Various Record Books	=	\$108,345.42
_____ Phase 5: Scan Plats	=	<u>\$651.92</u>

**Total Estimated Investment = \$369,780.53**

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 11/07/2023

Approval of Purchase of Bulk Order of Computers from Dell Technologies for Countywide Departments via 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 purchase #202457 of the first bulk order for FY24 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County for a total not-to-exceed amount of \$667,428.27, pursuant to the DIR contract #DIR-TSO-3763.

**Background**

Items specified are for both new and replacement computers and equipment. The attached quote contains the order information. The cost of \$667,428.27 is a not-to-exceed purchase amount. This purchase of computers and equipment will benefit Williamson County with bulk order discounts. There are multiple line item expenditures used for this purchase from various departments as approved in the FY24 budget. The department point of contact is Richard Semple.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Redacted Dell Technologies Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/01/2023 10:16 PM  
11/02/2023 08:48 AM  
Started On: 10/26/2023 12:10 PM



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	[REDACTED]	<b>Sales Rep</b>	Owen Evbagharu
<b>Total</b>	<b>\$667,428.27</b>	<b>Phone</b>	(800) 456-3355, 6186370
<b>Customer #</b>	10643470	<b>Email</b>	Owen.Evbagharu@Dell.com
<b>Quoted On</b>	Oct. 19, 2023	<b>Billing To</b>	TAMMY MCCULLEY
<b>Expires by</b>	Nov. 04, 2023		WILLIAMSON COUNTY ITS
<b>Contract Name</b>	Texas Department of Information Resources (TX DIR)		301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207
<b>Contract Code</b>	[REDACTED]		
<b>Customer Agreement #</b>	TX DIR-TSO-3763		
<b>Deal ID</b>	[REDACTED]		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Owen Evbagharu

### Shipping Group

Shipping To	Shipping Method
MCCULLEY TAMMY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 (512) 943-1455	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	\$27.00	105	\$2,835.00
Logitech MK270 Wireless Keyboard and Mouse Combo	\$24.63	193	\$4,753.59
Logitech MK710 Wireless Keyboard and Mouse	\$70.39	12	\$844.68
Dell 27 Monitor - P2722H, 68.6cm (27")	\$195.00	108	\$21,060.00

Dell Essential 15 Inch Laptop Briefcase - ES1520C	\$16.00	80	\$1,280.00
Dell Thunderbolt 4 Dock- WD22TB4	\$190.00	184	\$34,960.00
OptiPlex Small Form Factor (7010)	\$856.00	117	\$100,152.00
Precision 5860 Tower	\$3,040.00	7	\$21,280.00
Precision 3660 Tower	\$1,820.00	15	\$27,300.00
Dell Latitude 5340	\$1,300.00	52	\$67,600.00
Mobile Precision 3581	\$1,690.00	18	\$30,420.00
Mobile Precision 3581	\$1,490.00	200	\$298,000.00
Dell 34 Curved USB-C Hub Monitor - P3424WE, 86.5cm (34"), USB-C, RJ45	\$465.00	17	\$7,905.00
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$160.00	168	\$26,880.00
Dell Latitude 7220	\$1,256.00	8	\$10,048.00
Dell Wired Keyboard and Mouse - KM300C	\$30.00	27	\$810.00
Dell Keyboard with Kickstand for Rugged Extreme Tablet	\$275.00	8	\$2,200.00
OptiPlex All-in-One (Plus 7410)	\$1,300.00	7	\$9,100.00

<b>Subtotal:</b>	<b>\$667,428.27</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$667,428.27</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$667,428.27</b>

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Maximize your new technology on day one  
Dell ProDeploy Suite

[Learn More](#)

## Shipping Group Details

### Shipping To

MCCULLEY TAMMY  
 WILLIAMSON COUNTY ITS  
 301 SE INNER LOOP  
 STE 105  
 GEORGETOWN, TX 78626-8207  
 (512) 943-1455

### Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
<b>Dell Monitor Slim Soundbar - SB521A</b>	\$27.00	105	\$2,835.00

Estimated delivery if purchased today:  
 Dec. 05, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	520-AARU	-	105	-

	Unit Price	Quantity	Subtotal
<b>Logitech MK270 Wireless Keyboard and Mouse Combo</b>	\$24.63	193	\$4,753.59

Estimated delivery if purchased today:  
 Oct. 26, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK270 Wireless Keyboard and Mouse Combo	A6949681	-	193	-

	Unit Price	Quantity	Subtotal
<b>Logitech MK710 Wireless Keyboard and Mouse</b>	\$70.39	12	\$844.68

Estimated delivery if purchased today:  
 Oct. 25, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK710 Wireless Keyboard and Mouse	A3567554	-	12	-

	Unit Price	Quantity	Subtotal
<b>Dell 27 Monitor - P2722H, 68.6cm (27")</b>	\$195.00	108	\$21,060.00

Estimated delivery if purchased today:  
 Nov. 08, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	108	-

Dell Limited Hardware Warranty	814-5380	-	108	-
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Advanced Exchange Service, 3 Years	814-5381	-	108	-
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	Unit Price	Quantity	Subtotal
<b>Dell Essential 15 Inch Laptop Briefcase - ES1520C</b>	\$16.00	80	\$1,280.00

Estimated delivery if purchased today:  
 Nov. 15, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Essential 15 Inch Laptop Briefcase - ES1520C	460-BCTK	-	80	-

	Unit Price	Quantity	Subtotal
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**Dell Thunderbolt 4 Dock- WD22TB4****\$190.00 184 \$34,960.00**

Estimated delivery if purchased today:

Oct. 26, 2023

[REDACTED]

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	184	-
Advanced Exchange Service, 3 Years	872-8550	-	184	-
Dell Limited Hardware Warranty	872-8557	-	184	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
		<b>\$856.00</b>	<b>117</b>	<b>\$100,152.00</b>

**OptiPlex Small Form Factor (7010)**

Estimated delivery if purchased today:

Nov. 06, 2023

[REDACTED]

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7010)	210-BFXG	-	117	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	117	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	117	-
No Microsoft Office License Included	658-BCSB	-	117	-
VMware Carbon Black Endpoint Standard, NGAV B-EDR with Pro Support 1 Year	528-CHEC	-	117	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	117	-
M.2 2280 512GB PCIe NVMe Class 40 SED Solid State Drive	400-BOHX	-	117	-
M.2 22x30 Thermal Pad	412-AAQT	-	117	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	117	-
AMD Radeon RX 6300 2GB GDDR6,Low Profile,2xDP	490-BIDH	-	117	-
OptiPlex SFF with 180W Bronze Power Supply	329-BHPU	-	117	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	117	-
DVD+/-RW Bezel	325-BDSG	-	117	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	117	-
CMS Essentials DVD no Media	658-BBTV	-	117	-
No Additional Video Ports	492-BCKH	-	117	-
No Keyboard Selected	580-AABG	-	117	-
No Mouse Selected	570-AAAF	-	117	-
No Cover Selected	325-BCZQ	-	117	-
Dell Additional Software	658-BFPY	-	117	-
ENERGY STAR Qualified	387-BBLW	-	117	-
Dell Watchdog Timer	379-BEZG	-	117	-
Quick Start Guide, OptiPlex Small Form	340-DDFL	-	117	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	117	-
Shipping Material	340-CQYR	-	117	-
Shipping Label	389-BBUU	-	117	-
Regulatory Label for OptiPlex SFF 180W, FSJ	389-FBFX	-	117	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	117	-

SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	117	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	117	-
Desktop BTO Standard shipment	800-BBIO	-	117	-
Chassis Intrusion Switch	461-AAJL	-	117	-
No Additional Add In Cards	382-BBHX	-	117	-
Custom Configuration	817-BBBB	-	117	-
Internal Speaker	520-AARD	-	117	-
Intel vPro Essentials	631-ADPI	-	117	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	117	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	117	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	117	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	117	-
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830	-	117	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	117	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	117	-
No Accidental Damage Selected	981-4619	-	117	-

**Unit Price    Quantity                    Subtotal**

**\$3,040.00        7                                    \$21,280.00**

**Precision 5860 Tower**

Estimated delivery if purchased today:  
Nov. 03, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5860 Tower XCTO Base	210-BFNP	-	7	-
Intel Xeon W3-2425 (15 MB cache, 6 cores, 12 threads, 3.0 GHz to 4.4 GHz Turbo, 130 W)	338-CKZG	-	7	-
Windows 11 Pro for Workstations (6 cores), English, French, Spanish, Brazilian Portuguese	619-ARSO	-	7	-
No Microsoft Office License Included	658-BCSB	-	7	-
AMD Radeon Pro W6600, 8GB GDDR6, 4DP	490-BJVH	-	7	-
32GB, 2x16GB, DDR5, 4800MHz, RDIMM ECC Memory	370-AHGZ	-	7	-
512GB, M.2, PCIe NVMe, SSD, Class 40	400-BOGY	-	7	-
Dell KB216 Wired Keyboard English	580-ADJC	-	7	-
Intel vPro Technology Enabled	631-BBHL	-	7	-
Resource DVD not Included	430-XXYU	-	7	-
ENERGY STAR Qualified	387-BBLW	-	7	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	7	-
System Power Cord (US 125V, 15A)	450-AMEB	-	7	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	7	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	7	-
Shipping Material (5860, 7865)	340-DCJU	-	7	-
Dell Additional Software	658-BFPP	-	7	-
Quick Start Guide placemat, 5860 Tower	340-DJVF	-	7	-

Premier Color 6.1	640-BBSS	-	7	-
Intel Integrated Storage Controller	403-BCVC	-	7	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	7	-
No Optical Drive	429-ABMS	-	7	-
Precision 5860 Tower 1350W Chassis (DAO Open Flexbay L5.5)	321-BHYQ	-	7	-
Heatsink for 175W or higher CPU (5860)	412-BBDQ	-	7	-
Virtual Raid on CPU software driver	409-BCXD	-	7	-
Dell Precision TPM	340-ACBY	-	7	-
No External ODD	429-ABGY	-	7	-
CMS Essentials DVD no Media	658-BBTV	-	7	-
No Hard Drive	400-AKZR	-	7	-
5860T 1350W Regulatory Label (DAO)	389-FDBB	-	7	-
No SATA RAID	780-BBCJ	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
No Hard Drive	400-AKZR	-	7	-
M.2 NVME Non-RAID Boot (C3)	780-BCTG	-	7	-
M.2 NVME Upper Flexbay Assembly, M.2 NVME Lower Flexbay Assembly	449-BCCC	-	7	-
Dell Limited Hardware Warranty Plus Service	882-0661	-	7	-
ProSupport Plus Accidental Damage Service 3 Years	882-0693	-	7	-
ProSupport Plus Keep Your Hard Drive 3 Years	882-0699	-	7	-
ProSupport Plus Next Business Day Onsite 3 Years	882-0705	-	7	-
ProSupport Plus 7x24 Technical Support 3 Years	882-0713	-	7	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	7	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>\$1,820.00</b>	<b>15</b>	<b>\$27,300.00</b>

**Precision 3660 Tower**

Estimated delivery if purchased today:

Nov. 03, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3660 Tower CTO BASE	210-BCUR	-	15	-
13th Generation Intel Core i7-13700 (30MB Cache, 16 Core (8+8), 2.1GHz to 5.2GHz (65W)) TDP	338-CKHZ	-	15	-
VR Heatsink	412-ABBQ	-	15	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	15	-
No Microsoft Office License Included	658-BCSB	-	15	-
AMD Radeon Pro W6600, 8GB, 4DP (Precision 3660)	490-BHYB	-	15	-
32GB, 2x16GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYF	-	15	-
No Hard Drive	400-AKZR	-	15	-
Dell KB216 Wired Keyboard English	580-ADJC	-	15	-
Intel ME vPRO	631-ADHW	-	15	-

ENERGY STAR Qualified	387-BBLW	-	15	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	15	-
System Power Cord C13 (US 125V, 15A)	450-AH DU	-	15	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	15	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	15	-
Ship material - EPEAT Certification	340-CZQO	-	15	-
Custom Configuration	817-BBBB	-	15	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	15	-
SupportAssist	525-BBCL	-	15	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	15	-
Dell Optimizer for Precision	640-BBSC	-	15	-
Dell Premier Color 6.1	640-BBSN	-	15	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	15	-
Waves Maxx Audio	658-BBRB	-	15	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	15	-
Quick Setup Guide, Precision 3660	340-CYVU	-	15	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	15	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	15	-
Bezel ODD	429-ABMR	-	15	-
Internal Speaker for Precision 3660	520-AAVW	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Hard Drive	400-AKZR	-	15	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	15	-
Thermal Pad 3660	412-AAZW	-	15	-
Precision 3660 Tower with 500W (80 Plus Platinum) PSU, RPL and ADL Compatible	321-BJJK	-	15	-
No Hard Drive	400-AKZR	-	15	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	15	-
Dell Precision TPM	340-ACBY	-	15	-
No External ODD	429-ABGY	-	15	-
Advanced CPU Air Cooler	412-ABBS	-	15	-
CMS Essentials DVD no Media	658-BBTV	-	15	-
No Hard Drive	400-AKZR	-	15	-
500W Platinum PSU Label	389-EDFT	-	15	-
No SATA RAID	780-BBCJ	-	15	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	15	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	15	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	15	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	15	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	15	-

Thank you for choosing Dell ProSupport Plus. For tech support, visit [www.dell.com/contactdell](http://www.dell.com/contactdell) or call 1-866-516-3115

997-8367	-	15	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	15
		<b>Unit Price</b>	<b>Quantity</b>
		<b>\$1,300.00</b>	<b>52</b>
			<b>Subtotal</b>
			<b>\$67,600.00</b>

**Dell Latitude 5340**

Estimated delivery if purchased today:  
Nov. 01, 2023

(XXXXXXXXXX)  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5340 XCTO Base	210-BGBF	-	52	-
13th Generation Intel(R) Core(TM) i5-1345U vPro (12 MB cache, 10 cores, up to 4.7 GHz)	379-BFBR	-	52	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	52	-
No Microsoft Office License Included	658-BCSB	-	52	-
Intel 13th Generation Core i5-1345U vPro, 16GB LPDDR5 Memory, Intel Integrated Graphics, TBT4	338-CHGB	-	52	-
16GB, 8GBx2, LPDDR5/x Onboard Memory, 4800MT/s (dual channel)	370-AHMM	-	52	-
512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOLI	-	52	-
English US backlit keyboard, 79-key	583-BHBS	-	52	-
Intel(R) Rapid Storage Technology Driver	409-BCWY	-	52	-
Intel vPro Enterprise Management Enabled	631-ADQH	-	52	-
2-in-1 13.3" FHD (1920x1080) Touch, AR+AS, IPS, 300 nits, FHD IR Cam, WLAN/WWAN (4G), Pen Supp, GGDx	391-BHGM	-	52	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	52	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	52	-
65W AC Rugged adapter, USB Type-C, TCO Gen 9 compliant	492-BDJG	-	52	-
Single Pointing, No Palmrest Security Options	346-BIMQ	-	52	-
E4 Power Cord 1M for US	537-BBDO	-	52	-
Latitude 5340 2-in-1 Quick Start Guide	340-DDMG	-	52	-
ENERGY STAR Qualified	387-BBPC	-	52	-
Custom Configuration	817-BBBB	-	52	-
Dell Additional Software	658-BFQB	-	52	-
DAO Mix Model 65W Adapter (2N1) V2	340-DJWT	-	52	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	52	-
MOD,DOOR,BTM,WHN,5340V	321-BJSX	-	52	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	52	-
Intel AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	555-BIKS	-	52	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	52	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	52	-
Dell Limited Hardware Warranty	997-8317	-	52	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	52	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	52	-

ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	52	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	52	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	52	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	52	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
		<b>\$1,690.00</b>	<b>18</b>	<b>\$30,420.00</b>

**Mobile Precision 3581**

Estimated delivery if purchased today:  
Nov. 08, 2023



Customer Agreement # 1X DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3581 CTO	210-BGDR	-	18	-
Intel Core i7-13700H, vPro Essentials (24MB Cache, 14 Cores, 20 Threads, 2.4 - 5.0 GHz Turbo, 45W)	379-BFDQ	-	18	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	18	-
No Microsoft Office License Included	658-BCSB	-	18	-
Intel Core i7-13700H Processor with NVIDIA RTX A500 4GB GDDR6 Graphics	329-BHXU	-	18	-
NVIDIA® RTX A500, 4GB GDDR6 Graphics Card	490-BIGM	-	18	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nits, touch, IR FHD EMZA Camera and Mic with WLAN + 4G WWAN	391-BHKQ	-	18	-
FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJD	-	18	-
32GB, 2x16GB 5200MT/s SODIMM, DDR5, non-ECC	370-BBMS	-	18	-
512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOVQ	-	18	-
No Additional Hard Drive	401-AAGM	-	18	-
No RAID	780-BBFE	-	18	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	18	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	18	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	18	-
4 Cell, 64Whr, Standard Battery	451-BDDK	-	18	-
4 Cell Battery Cable	451-BDDN	-	18	-
130W Type C Power Adapter	492-BDGH	-	18	-
Intel vPro Essentials Technology Enabled	631-BBHX	-	18	-
ENERGY STAR Qualified	387-BBLW	-	18	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	18	-
Power Cord 1M US	470-AFGV	-	18	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJML	-	18	-
Mix Packaging for 130W Adapter	340-DKFX	-	18	-
Custom Configuration	817-BBBB	-	18	-
Intel Core i7 vPro Essentials Label	389-ECWK	-	18	-
Dell Additional Software	658-BFPP	-	18	-
Quick Setup Guide for Mobile Precision 3581	340-DJXT	-	18	-
Bottom Door	354-BBHG	-	18	-

ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	18	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	18	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	18	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	18	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	18	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	18	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	18	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
		<b>\$1,490.00</b>	<b>200</b>	<b>\$298,000.00</b>

### Mobile Precision 3581

Estimated delivery if purchased today:

Nov. 01, 2023

(████████████████████)

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3581 CTO	210-BGDR	-	200	-
Intel Core i5-13600H, vPro Enterprise (18MB Cache, 12 Cores, 16 Threads, 2.8 - 4.8 GHz Turbo, 45W)	379-BFDR	-	200	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	200	-
No Microsoft Office License Included	658-BCSB	-	200	-
Intel Core i5-13600H Processor with vPro and Integrated Graphics	329-BHXZ	-	200	-
Intel® Integrated Graphics	490-BIGI	-	200	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nits, touch, IR FHD EMZA Camera and Mic with WLAN + 4G WWAN	391-BHKQ	-	200	-
FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJD	-	200	-
16GB, 1x16GB 5200MT/s SODIMM, DDR5, non-ECC	370-BBMP	-	200	-
512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOVQ	-	200	-
No Additional Hard Drive	401-AAGM	-	200	-
No RAID	780-BBFE	-	200	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	200	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	200	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	200	-
4 Cell, 64Whr, Standard Battery	451-BDDK	-	200	-
4 Cell Battery Cable	451-BDDN	-	200	-
100W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDIO	-	200	-
Intel vPro Enterprise Technology Enabled	631-BBPR	-	200	-
ENERGY STAR Qualified	387-BBLW	-	200	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	200	-
Power Cord 1M US	470-AFGV	-	200	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJML	-	200	-
Mix Packaging for 100W Adapter	340-DKFS	-	200	-
Custom Configuration	817-BBBB	-	200	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	200	-

Dell Additional Software	658-BFPP	-	200	-
Quick Setup Guide for Mobile Precision 3581	340-DJXT	-	200	-
Bottom Door	354-BBHG	-	200	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	200	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	200	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	200	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	200	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	200	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	200	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	200	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$465.00	17	\$7,905.00

**Dell 34 Curved USB-C Hub Monitor - P3424WE, 86.5cm (34"), USB-C, RJ45**

Estimated delivery if purchased today:  
Oct. 24, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 34 Curved USB-C Hub Monitor - P3424WE, 86.5cm (34"), USB-C, RJ45	210-BGZQ	-	17	-
Advanced Exchange Service 3 Years	844-1960	-	17	-
Dell Limited Hardware Warranty	844-1966	-	17	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$160.00	168	\$26,880.00

**Dell 24 Monitor - P2422H, 60.5cm (23.8")**

Estimated delivery if purchased today:  
Oct. 25, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	168	-
Dell Limited Hardware Warranty	814-5380	-	168	-
Advanced Exchange Service, 3 Years	814-5381	-	168	-

<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
\$1,256.00	8	\$10,048.00

**Dell Latitude 7220**

Estimated delivery if purchased today:  
Nov. 13, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	8	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W)	379-BDQV	-	8	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	8	-
No Microsoft Office License Included	658-BCSB	-	8	-
Intel Core i5-8365U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPU	-	8	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	8	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	8	-

16GB 2133MHz LPDDR3 Memory	370-AFDB	-	8	-
512 GB, Gen 4 PCIe NVMe, SSD, self encrypting, Class 40	400-BPZB	-	8	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	8	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	8	-
DW5821E Snapdragon X20 4G/LTE Wireless WAN card for Verizon	556-BCDY	-	8	-
Dell WWAN Bracket Bar for Rugged	575-BCBR	-	8	-
2-cell 34wH) Lithium Ion Primary Battery	451-BCCD	-	8	-
45 Watt AC Adapter	450-AEHK	-	8	-
E4 Power Cord 1M for US	537-BBBL	-	8	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	8	-
No Secondary Battery	451-BCOI	-	8	-
ENERGY STAR Qualified	387-BBNJ	-	8	-
Custom Configuration	817-BBBB	-	8	-
System Regulatory Label	389-DRXP	-	8	-
Regulatory Label (WWAN)	389-DRXR	-	8	-
Windows 10 Additional Software	658-BEPO	-	8	-
Shipping Material, Shuttle	340-AQMD	-	8	-
System Shipment, Latitude 72x2	340-AQME	-	8	-
Directship Info Mod	340-CKTD	-	8	-
No Option Included	340-ACQQ	-	8	-
WLAN/WWAN Chassis No NFC	321-BEZE	-	8	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	8	-
Connector for I/O Expansion	750-ABNN	-	8	-
Mini Serial Port	325-BDNX	-	8	-
No Media	620-AAOH	-	8	-
Hazardous Locations Certification	340-CNKH	-	8	-
No Security	461-AAHD	-	8	-
CrowdStrike Endpoint Prot Ent,Prevent Insight,EDR XDR,Device Ctrl,ThreatGraph,Essential Support 1yr	634-CCLH	-	8	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	8	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	8	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-7005	-	8	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7006	-	8	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7040	-	8	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	8	-

Unit Price	Quantity	Subtotal
\$30.00	27	\$810.00

### Dell Wired Keyboard and Mouse - KM300C

Estimated delivery if purchased today:  
Dec. 01, 2023

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Wired Keyboard and Mouse - KM300C	580-AKKV	-	27	-

**Dell Keyboard with Kickstand for Rugged Extreme Tablet**

Estimated delivery if purchased today:  
Dec. 21, 2023

Customer Agreement # TX DIR-TSO-3763

Unit Price	Quantity	Subtotal
\$275.00	8	\$2,200.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Keyboard with Kickstand for Rugged Extreme Tablet	580-AGLL	-	8	-

**OptiPlex All-in-One (Plus 7410)**

Estimated delivery if purchased today:  
Nov. 03, 2023

Customer Agreement # TX DIR-TSO-3763

Unit Price	Quantity	Subtotal
\$1,300.00	7	\$9,100.00

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex All-in-One (Plus 7410)	210-BFXB	-	7	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	7	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	7	-
No Microsoft Office License Included	658-BCSB	-	7	-
VMware Carbon Black Endpoint Standard, NGAV B-EDR with Pro Support 1 Year	528-CHEC	-	7	-
16GB (1X16GB) DDR5 Non-ECC Memory	370-AGWU	-	7	-
M.2 2280 512GB PCIe NVMe Class 40 Solid State Drive	400-BOQF	-	7	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	7	-
NO RAID	817-BBBN	-	7	-
Intel Integrated Graphics	490-BBFG	-	7	-
OptiPlex All-in-One Plus, 23.8" FHD Non-touch, 5MP IR camera, dGFX option, 240W Platinum Power Supply	329-BHQP	-	7	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	7	-
Screw for WLAN card	555-BIGS	-	7	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	7	-
Mouse included with Keyboard	570-AADI	-	7	-
No Cover Selected	325-BCZQ	-	7	-
Dell Additional Software	658-BFPY	-	7	-
ENERGY STAR Qualified	387-BBLW	-	7	-
Dell Watchdog Timer	379-BEZG	-	7	-
Quick Start Guide, OptiPlex All-in-One Plus	340-DDFQ	-	7	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	7	-
Package for Fixed/ HAS/ no stand (DAO, CCC)	340-DDGK	-	7	-
DAO factory Information	340-DFWR	-	7	-
Shipping Label	389-BBUU	-	7	-
Regulatory Label for OptiPlex All-in-One Plus, 240W Platinum, FSJ	389-FBTW	-	7	-
SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	658-BFQI	-	7	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	7	-
Desktop BTO Standard shipment	800-BBIO	-	7	-
Height Adjustable Stand for OptiPlex All-in-One Plus	575-BCNO	-	7	-

Custom Configuration	817-BBBB	-	7	-
Intel vPro Enterprise	631-ADPR	-	7	-
EPEAT 2018 Registered (Silver)	379-BDTP	-	7	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	7	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	7	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6939	-	7	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6949	-	7	-
ProSupport Plus: Next Business Day Onsite 3 Years	997-6959	-	7	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6979	-	7	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	7	-

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<b>Subtotal:</b>	<b>\$667,428.27</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$667,428.27</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**Commissioners Court - Regular Session**

**41.**

**Meeting Date:** 11/07/2023

Approval of Purchase of Panasonic Toughbooks and Accessories from GTS Technology Solutions 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 bulk order agreement #202456 for Toughbooks and accessories for Williamson County Departments from GTS Technology Solutions for a total of \$361,253.45 pursuant to DIR Contract #DIR-TSO-4025.

**Background**

The approval of this bulk order will benefit various of Williamson County Departments with Toughbooks, SmartCard Readers, AC adapters, vehicle docks, batteries, keyboards, desktop docks, warranties and public safety service bundle. Departments include:

- Constables 1, 3 and 4
- Emergency Medical Services
- Wireless Communications
- Sheriff's Office

The attached quote has the details of the order and the contents being purchased. Multiple departmental funding sources are utilized as per the FY 24 budget. The department point of contact is Richard Semple.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Redacted GTS Toughbooks Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Misty Brooks  
 Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

11/01/2023 10:25 PM  
 11/02/2023 08:49 AM  
 Started On: 10/27/2023 08:13 AM



GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** [REDACTED]  
**Date:** 10/12/2023  
**Delivery Date:**  
**Expire Date:** 11/13/2023  
**Customer ID:** [REDACTED]  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Scott Sizemore
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	FZ-55FZ-4WAM: Panasonic FZ-55 Toughbook	DIR-TSO-4025	15.00	EACH	\$3,126.95	\$46,904.25

NOTE: Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN), Infrared Webcam, USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDP12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment

MSRP \$3949.40

2	FZ-VNF551WIS: Panasonic FZ-55 Contactless SmartCard Reader xPAK NOTE: MSRP \$153.50	DIR-TSO-4025	15.00	EACH	\$121.55	\$1,823.25
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3	FZ-VZSU1HU: Standard Battery for FZ-55 Mk1. Replacement or as an optional second battery in the Front Expansion Area. NOTE: MSRP \$165.00	DIR-TSO-4025	6.00	EACH	\$117.25	\$703.50
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4	FZ-VEB551U: PANASONIC : DESKTOP DOCK FOR FZ-55. USB-A (4), HDMI (2), VGA, SERIAL, LAN, KENSINGTON LOCK, POWER BUTTON. NO AC ADAPTER INCLUDED  NOTE: MSRP \$490.00	DIR-TSO-4025	12.00	EACH	\$348.19	\$4,178.28
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5	HA-55LVD0L: PANASONIC : HAVIS DOCKING STATION WITH LIND POWER SUPPLY FOR PANASONICS TOUGHBOOK 54 AND 55 RUGGED LAPTOP NOTE: MSRP \$1270.00	DIR-TSO-4025	7.00	EACH	\$795.93	\$5,571.51
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6	FZ-G2AZ-2EAM: Panasonic FZ-G2 Toughbook  NOTE: Win 11 Pro, Intel Core i5-10310U 1.7GHz vPro (4.4Ghz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Infrared Webcam, 8MP Rear Camera, Standard Battery, TPM 2.0, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCFESGEN10 - MOBILITY ENGINEERING FIELD SERVICE  MSRP \$4420.90	DIR-TSO-4025	1.00	EACH	\$3,293.15	\$3,293.15
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7	FZ-VEKG21LM: PANASONIC : Keyboard for FZ-G2. Emissive Color-selectable Backlit handle/kickstand. USB-A, USB-C, Kensington Lock.	DIR-TSO-4025	1.00	EACH	\$539.95	\$539.95
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GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** [REDACTED]  
**Date:** 10/12/2023  
**Delivery Date:**  
**Expire Date:** 11/13/2023  
**Customer ID:** [REDACTED]  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Scott Sizemore
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
	NOTE: MSRP \$682.00					
8	FZ-40AC-01AM: Panasonic: FZ-40 Toughbook	DIR-TSO-4025	60.00	EACH	\$4,313.10	\$258,786.00
	NOTE: Public Sector Specific - Standard 4G LTE, Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G EM7690, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDP3Y - 3 Year Absolute Resilience Panasonic Warranty Bundle SKU Only PS/EDU/SLG Bundle SKU Only					
	MSRP \$6087.00					
9	FZ-VSC401UIS: Pre-installed Insertable Smartcard xPAK for FZ-40 Right Expansion Area	DIR-TSO-4025	60.00	EACH	\$118.79	\$7,127.40
	NOTE: MSRP \$137.50					
10	FZ-VEB401U: PANASONIC : Desktop Dock for FZ-40. USB-A (3),USB-C (3),HDMI,Serial,LAN (2),Kensington Lock,LED,Power Button. Includes one front USB-C,two video out (HDMI + one USB-C),rear USB-C are 10Gbps and 1.5A.	DIR-TSO-4025	22.00	EACH	\$348.18	\$7,659.96
	NOTE: MSRP \$490.00					
11	CF-AA5713A2M: AC Adapter (100W) for FZ-55, CF-33 FZ-40	DIR-TSO-4025	22.00	EACH	\$61.82	\$1,360.04
	NOTE: MSRP \$87.00					
12	CF-SVCPSY4: 4th year Public Safety Service Bundle Add on (Year 4 only) Must be purchased with PS bundle base unit Includes Premier Protection Plus Customer Portal Disk Image Management HDD No Return	DIR-TSO-4025	76.00	EACH	\$306.66	\$23,306.16
	NOTE: MSRP \$355.00					



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 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

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QUOTE FOR:		SHIP TO:				
Williamson County		Williamson County				
CUSTOMER P.O. NO.	TERMS	SALES REP				
	Net 30 Days	Scott Sizemore				
SHIPPING TERMS		SHIP VIA				
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$361,253.45
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$361,253.45

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 11/07/2023

Approval of Amendment for Additional Touchpads and Licenses from Tenex Software Solutions, Inc. for the Elections 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 Amendment #202450 between Williamson County and Tenex Software Solutions, Inc. for the amount of \$153,900.00, and authorizing the execution of the Amendment. Election Force software from Tenex Software Solutions, Inc. was exempted in Commissioners Court on 6.27.2023, item #30 established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions.

**Background**

The approval of this Amendment will benefit the Williamson County Elections Department with the purchase of one hundred (100) additional touchpads, accessories and supporting software for use with current election equipment. The Exhibit B contains the details of the equipment being purchased which includes items 1, 2, 3, 4, 5, 8, 9, and 10 for a total of \$153,900.00. Items Funding source is 01.0100.0492.004506 as per FY24 budget. The department point of contact is Judith Ritchie.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Tenex Amendment to Addendum

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 10/26/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

10/26/2023 09:43 AM  
10/26/2023 10:49 AM  
Started On: 10/23/2023 03:09 PM

## **AMENDMENT TO ADDENDUM**

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**County's Mailing Address:**

710 Main Street  
Suite 101  
Georgetown, Texas 78626

**Vendor:** Tenex Software Solutions, Inc.

**Vendor's Mailing Address:**

5021 W. Laurel Street  
Tampa, Florida 33607

**Agreement Subject to this Amendment:**

The Williamson County Addendum for Goods and Services dated June 27, 2023, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

**Amendment of Agreement Amount:**

Vendor and County (hereinafter collectively referred to as the "Parties) hereby agree to increase the Agreement amount to a total amount not to exceed One Hundred Ninety-Three Thousand Nine Hundred Dollars (\$193,900.00).

**Amendment to Incorporated Documents:**

Parties hereby agree to include Vendor Quote dated October 3, 2023, attached hereto as Exhibit B, in the incorporated documents of the Agreement.


**Amendment of Agreement Terms, Covenant, and Conditions:**

To the extent that any terms, covenant, or conditions of the Agreement contradict or conflict with the terms of this Amendment, the terms of this Amendment shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Agreement term and any extended term hereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amendment to be effective as of the date of the last party's execution below.

VENDOR:

**Tenex Software Solutions, Inc.**

By: 

Printed Name: Ravi Kallem

Representative Capacity: President

Date: October 24, 2023

COUNTY:

**Williamson County, Texas**

By: \_\_\_\_\_

Bill Gravell, Jr.,  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_\_

# Exhibit A

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## WILLIAMSON COUNTY ADDENDUM FOR GOODS AND SERVICES (Tenex Software Solutions, Inc.)

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**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 AGREEMENT** (hereinafter “Agreement”) 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 **Tenex Software Solutions, Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

### I.

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

- A. Vendor Quote dated May 17, 2023;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

### II.

**Effective Date and Term:** This Agreement shall be in full force and effect as of the date of the last party’s execution below and shall continue for one (1) year (“Initial Term”), unless terminated earlier pursuant to this Agreement. At the end of the Initial Term, the parties shall have the option to renew this Agreement for three (3) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed four (4) years.

Exercise of the renewal option is at the County’s sole discretion and shall be conditioned, as a minimum, on the Vendor’s performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Vendor of

its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional one (1) year term.

### III.

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in the Vendor Quote dated May 17, 2023. The not-to-exceed amount under this Agreement is Forty Thousand Dollars (\$40,000.00). If the County desires to exercise its renewal option, the amount of compensation to be paid shall be capped at Forty Thousand (\$40,000.00) per renewal term. This Agreement is subject to the availability of funds. In the event funds are unavailable at the beginning of the County's fiscal year, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and/or how funds will be allotted.

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 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. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

### IV.

**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 Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

### V.

**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 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 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 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.

## VI.

**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.

## VII.

**Compliance With All Laws:** Vendor 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

## VIII.

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

## IX.

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

**X.**

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

**XI.**

**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 Agreement, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the 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. The County shall give Vendor reasonable advance notice of intended audits.

**XII.**

**Good Faith Clause:** Vendor agrees to act in good faith in the performance of this Agreement.

**XIII.**

**No Assignment:** Vendor may not assign this Agreement without prior written consent.

**XIV.**

**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.

**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 Agreement 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:**

Bill Gravell Jr.  
Bill Gravell Jr. (Jun 27, 2023 15:13 CDT)  
Authorized Signature

Judge Bill Gravell, Jr.,  
County Judge

Date: Jun 27, 2023, 20    

**VENDOR:**

Tenex Software Solutions, Inc.  
Name of Vendor

Ravi Kallem  
Authorized Signature

Ravi Kallem  
Printed Name

Date: June 6, 2023

**Tenex Software Solutions, Inc.****Tenex Election Desk (TED) Contract****Tenex Software Solutions, Inc.****TENEX ELECTION DESK (TED) CONTRACT**

This contract ("Agreement") is entered into on this \_\_\_\_ day of June, 2023 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Williamson County, Texas Elections Office ("Customer"), and governs the provision of the Tenex Election Desk (TED) Solution (the "Solution(s)" as defined herein) by Tenex to Customer, and the use of the System(s) (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties".

**1.0 DEFINITIONS**

The following definitions will apply:

- a. **System.** "System" means the modules or products that make up the Tenex Election Desk (TED) system.
- b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex.
- c. **Service.** "Service" means Tenex's work product necessary for providing the Tenex Election Desk (TED) modules and election related support.
- d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
- e. **Solution(s).** "Solution(s)" means the Tenex Election Desk (TED) modules provided by Tenex, under the Agreement, inclusive of all software and services required to make the Tenex Election Desk (TED) System fully functional.
- f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments.
- g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
- h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
- i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution(s) developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
- j. **TPS.** "TPS" means the software components of the Solution(s) other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
- k. **Software.** "Software" means a collection of computer programs, codes or data used to direct the operation of a computer or tablet device, including any documentation giving instructions on how to use them, including CAS and TPS.
- m. **Acceptance.** "Acceptance" means written acceptance of Deliverables provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution(s) by Customer. Payment, progress payments, or partial use of the Solution(s) by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
- o. **Contract Price.** "Contract Price" means the maximum price to be paid by Customer for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution(s) as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
- p. **Purchased Product(s).** "Purchased Product(s)" means the complete Solution(s) being licensed to Customer by Tenex on a yearly basis.
- q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution(s) by Customer during which period Tenex will correct any material deficiencies in the Solution(s) or Deliverables at Tenex's expense.
- r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.
- s. **Major Downtime.** "Major Downtime" means problem(s) with Tenex Election Desk (TED) or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

## 2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software (“Software”) to Customer, according to a Project Schedule to be outlined at the outset of the project. Tenex will implement the Election Force (“Solution(s)”) for the Customer, overviewed below.

**Election Force:** Staffing and training for elections is indeed a daunting and labor-intensive task. Poll workers must be scheduled for training, scheduled for work, and paid accordingly. While most systems today provide some amount of functionality for managing poll workers, the management requirements do not end at poll workers; there is also the complexity of managing schedules for trainers, early voting staff, roving technicians, and temporary office-staff to name a few. Election Force is an integrated and innovative solution that is designed specifically for the staffing and scheduling requirements for election offices. It also includes a front facing portal that allows workers to apply for work, provide availability, schedule training, and more.

Any delays in Tenex’s performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer’s performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

## 3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

### 3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer’s users to use the Solution(s) and its components for Customer’s business purposes.

### 3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of Customer nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer.

### 3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for the purposes of the Customer’s use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

### 3.4 Security

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its user’s compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer’s usernames have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer’s passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex’s network.

All performance under this Agreement, shall be in accordance with the Customer’s security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to Customer systems accessed in the performance of Services in this Agreement.

The Customer agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

## 4.0 SUPPORT

#### **4.1 Updates**

Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

#### **4.2 Error Correction**

Tenex shall use commercially reasonable efforts to correct all errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any error.

#### **4.3 Support Exclusions**

Tenex is not obligated to correct any errors or provide any other support to the extent such errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

### **5.0 OWNERSHIP OF PURCHASED PRODUCTS**

#### **5.1 Warranties**

Tenex warrants and represents that it is, and on the date of the delivery of the Purchased Product(s) shall be, the sole owner and copyright holder of the Purchased Product(s); that it has, and on the date of the delivery of the Purchased Product(s) shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Tenex is a party or by which it is bound.

#### **5.2 Deliverables**

Title to all other Deliverables, such as training documentation, to be provided to Customer by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

### **6.0 FEES, EXPENSES & PAYMENT**

#### **6.1 Project Fees**

Customer agrees to pay the following fees for use of the Election Force Solution.

- **\$40,000.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **\$40,000.00** to be billed on the 1<sup>st</sup> year anniversary of this Agreement.
- **\$40,000.00** to be billed on the 2<sup>nd</sup> year anniversary of this Agreement.
- **\$40,000.00** to be billed on the 3<sup>rd</sup> year anniversary of this Agreement.

#### **6.2 Expenses**

Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

#### **6.3 Payment Terms**

Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice at Agreement signing date ("Effective Date") for the full amount of year 1 software to be paid by the Customer upon receipt of invoice.
- Tenex Software Solutions, Inc. will submit an invoice annually at the anniversary of the contract year. Payment will be due from Customer on receipt of invoice.

### **7.0 INTELLECTUAL PROPERTY**

#### **7.1 Intellectual Property Ownership**

Tenex Software Solutions, Inc. owns the entire copyright, title, and interest in the following content:

- All information regarding the Tenex Election Desk (TED), scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the System.

- All training materials and documentation provided to the Customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this Agreement.

### **7.2 Warranty**

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

## **8.0 TERM & TERMINATION**

### **8.1 Term**

The term of this Agreement shall commence on the Effective Date and shall renew for one year terms, subject to review, for up to four years and shall automatically terminate four years after the Agreement has commenced ("Effective Date"), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Agreement.

### **8.2 Termination**

(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

## **9.0 CONTRACTOR RELATIONSHIP**

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

## **10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION**

### **10.1 Non-solicitation**

During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex's Services for Customer.

### **10.2 Confidential Information**

Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

**11.0 WARRANTIES & REPRESENTATIONS**

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any project Deliverables shall be original, or all necessary permissions and releases obtained and paid for; and that any project Deliverables shall not contain any false, misleading, libelous, or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.

**12.0 LIABILITY**

**12.1 Total Liability**

In no event shall Tenex’s aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

**12.2 Limitation of Remedies**

Customer’s exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to **Section 8.2** and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

<b>Customer: Williamson County, TX Elections Office</b>	<b>Vendor: Tenex Software Solutions, Inc.</b>
<p>Signature: <u>Bill Gravell Jr.</u> <small>Bill Gravell Jr. (Jun 27, 2023 15:13 CDT)</small></p> <p>Name: <u>Bill Gravell Jr.</u></p> <p>Title: <u>County Judge</u></p> <p>Mailing Address: _____</p> <p>Date: <u>Jun 27, 2023</u></p>	<p>Signature: <u>Ravi Kallem</u></p> <p>Name: Ravi Kallem</p> <p>Title: President</p> <p>Mailing Address: 5021 W. Laurel Street Tampa, FL 33607</p> <p>Tax ID #: 59-3647858</p> <p>Date: 06/ /2023</p>



5021 W. Laurel Street, Tampa, FL 33607  
 (813) 618-3639 | info@tenexsolutions.com

## Williamson County, TX Software Solutions Quote

Date: **May 17, 2023**

To: Williamson County Elections

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Election Force Yearly Software License Year 1 (Election Worker Management)	1	\$ 40,000.00	\$ 40,000.00
2	Service - Virtual Training		Included	Included
<b>Year 1 - Total Price: \$</b>				<b>40,000.00</b>

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
3	Election Force Yearly Software License (per year, after year 1)	1	\$ 40,000.00	\$ 40,000.00

**Estimated Reoccurring Annual License & Maintenance Fees: \$ 40,000.00**

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.

# Exhibit B



5021 W. Laurel Street, Tampa, FL 33607  
(813) 618-3639 | info@tenexsolutions.com

## Williamson County, TX Precinct Central Additional Licenses

Date: **October 3, 2023**

To: Williamson County, Texas Elections Office

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
①	Hardware - 10th Generation iPad (10.2", 64 GB, with charging block & 3' lighting charging cable)	100	\$ 449.00	\$ 44,900.00
②	Hardware - Flip & Share Stand (includes stylus & cleaning cloth)	100	\$ 100.00	\$ 10,000.00
③	Software - Precinct Central EPB Software License (includes Touchpad, Console, & Data Studio)	100	\$ 635.00	\$ 63,500.00
④	Service - Apple DEP/Cisco MDM Registration & Management	100	Included	Included
⑤	Service - Shipping & Configuration	100	\$ 50.00	\$ 5,000.00

**Year 1 - Total Purchase Price: \$ 123,400.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
6	Software - Precinct Central Software License & Support (per unit, year 2 through year 5)	100	\$ 135.00	\$ 13,500.00
7	Service - Apple DEP/Cisco MDM Registration & Management (per unit, year 2 through year 5)	100	Included	Included

**Recurring Annual License & Maintenance Fees: \$ 13,500.00**

### Optional Add-On Items

⑧	Hardware - 6' Apple Certified Lighting Charging Cables	100	\$ 40.00	\$ 4,000.00
⑨	Hardware - Print Server ( For connection to ExpressLink)	100	\$ 165.00	\$ 16,500.00
⑩	Hardware (optional) - Premium Large Carrying Case & Luggage Tag (holds 2 Touchpads, 2 Epson printers, & accessories)	50	\$ 200.00	\$ 10,000.00
OR				
11	Hardware (optional) -Basic 2-Unit Carrying Case Holds 1-2 Touchpads & accessories. (No printers)	100	\$ 75.00	\$ 7,500.00
12	Hardware - Epson TM-30 Thermal Printer	100	\$ 300.00	\$ 30,000.00

### Terms:

This quote is valid for 30 days and subject to change based upon contract terms and conditions or any change in configuration.

**Commissioners Court - Regular Session**

**43.**

**Meeting Date:** 11/07/2023

Approval of Agreement for Construction Services for Repairs at the Jail by Intelligent Conservation Systems, Inc. for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving an Agreement #202460 for Construction Services between Intelligent Conservation Systems, Inc. and Williamson County for repairs at the Williamson County Jail in the amount of \$599,825.00, and exempting from competitive bidding requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment] and executing agreement.

**Background**

Approval of this item will facilitate the repairs and upgrades in relation to the fixtures located on the Williamson County Jail North floors 1, 2, and 3 as per contract #202460. All materials are compatible and equal to existing captive equipment and control systems used for the jail. This system has been used to replace all Wilco Detention Facility water control valve systems for showers, toilets, and sinks as part of our life cycle asset replacement program and as part of any remodel that has affected these components. Funding source is 01.0100.1008.004059. Department point of contact is Christi Stromberg.

**Fiscal Impact**

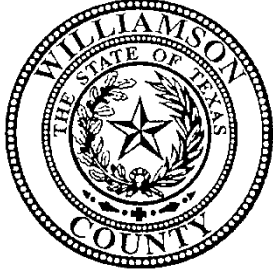
From/To	Acct No.	Description	Amount
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**Attachments**

Agreement  
Quote

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/01/2023 10:52 PM
County Judge Exec Asst.	Becky Pruitt	11/02/2023 08:56 AM
Form Started By: Gretchen Glenn		Started On: 10/30/2023 04:26 PM
Final Approval Date: 11/02/2023		



## Agreement for Construction Services

This Agreement for Construction Services (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“County”) and Intelligent Conservation Systems, Inc. (“Contractor”) is entered into in accordance with the following terms and conditions:

**ARTICLE 1 PROJECT; WORK:** The County desires to retain Contractor for the construction and installation of repairs and upgrades to plumbing fixtures on the Williamson County Jail North Floors 1, 2 & 3 (hereinafter called the “Project”). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the County’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”).

**ARTICLE 2 CONTRACT PRICE:** County agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **FIVE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$599,825.00)** in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 SCOPE OF WORK:** The Work shall be performed pursuant to and in accordance with the Scope of Work being attached hereto as Exhibit “A” and incorporated by reference.

### **ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES:**

**4.1 Contract Time.** Contractor shall achieve final completion on or before **March 1, 2024**. The time set forth for completion of the work is an essential element of the Agreement.

**4.2 Liquidated Damages.** Contractor 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 Contractor's achieving final completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete 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, Contractor 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 Contractor agree as set forth below:

- 4.2.1 Subject to the other terms and conditions herein, if final completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by FIVE HUNDRED DOLLARS (\$500.00) per calendar day as liquidated damages and not as a penalty, until the date of final completion. Force majeure shall apply relative to supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2 County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor 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 (1<sup>st</sup>) business day after such amounts are demanded.
- 4.2.3 Notwithstanding anything to the contrary in this Agreement, 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 Contractor all of County's actual damages in connection with the failure by Contractor to achieve final completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

**ARTICLE 5 PAYMENT:** Contractor shall receive one lump sum payment of the Contract Price upon final completion and acceptance of the Project. Contractor shall submit to Owner a written notice that the Work is ready for final inspection and acceptance and upon receipt of Contractor's application for payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a payment for the entire balance found to be due the Contractor. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the application for payment.

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County in accordance with County's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Contractor be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the County informed of the progress and quality of the Work.

**6.5 Insurance.** Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

**6.5.1** The Contractor shall provide and maintain, until the Work covered in the 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:	
COVERAGES	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. 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. 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.

#### 6.5.2 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.

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 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 void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- 6.5.3** 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.
- 6.5.4** 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.
- 6.5.5** 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.
- 6.5.6** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- 6.5.7** 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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 6.5.8** 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.
- 6.5.9** 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 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 Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **ARTICLE 7 INDEMNITY**

**7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor 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 CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR 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 AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**7.2** Except for the obligation of County to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 WARRANTY**

**8.1** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the County; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Scope of Work, and any plans, specifications, drawings and the terms of this Agreement.

**8.2** Contractor shall provide warranty services for the Work and parts for twelve months following final completion and final payment. Just before the warranty period expires, Owner may request that Contractor attend an on-site meeting with the County to ensure that all warranty issues have been identified and properly remedied.

## **ARTICLE 9 PREVAILING WAGE RATE**

**9.1 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”, as defined below. 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 Agreement. 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.

**9.1.2** 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 of 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.

**9.1.3** A copy of each worker wage rate notification shall be submitted to the Owner with any application for payment for the period during which the worker began on-site activities.

**9.2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Agreement and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the “Prevailing Wage Schedule”). Should the Contractor at any time become aware that a particular skill or trade not reflected on the 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.

**9.3 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 or update thereto pursuant to provisions 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.

**9.4 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.

**9.5 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. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15<sup>th</sup>) 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 (11<sup>th</sup>) 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.

**9.6 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 herein 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.

**9.7 Prevailing Wage Retainage.** Money retained pursuant to this section 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 in this section.

**9.8** 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.

## **ARTICLE 10 BONDS**

**10.1** 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 Agreement, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Agreement in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Price.

**10.2** Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement. The form of the bond shall be approved by the Owner.

**10.3** Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement. The form of the bond shall be approved by the Owner.

**10.4** Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

**10.5** 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 trusted 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.

**10.6** Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed 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.

**10.7** 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.

**10.8** Owner shall furnish certified copies of a payment bond and the related Agreement between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

**10.9** 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.

**10.10** 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).

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1** Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by 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 an error appears in an invoice/application for payment submitted by Contractor, County shall notify Contractor of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

**11.3 Williamson County Vendor Reimbursement Policy.** The Williamson County Vendor Reimbursement Policy is to provide clear guidelines to vendors on the County's expectations and requirements regarding allowable reimbursable expenditures and required backup, as well as minimize conflicts related to invoice payments and define non-reimbursable items. To the extent applicable, Williamson County Vendor Reimbursement Policy shall apply to this Agreement and is incorporated herein by reference.

**11.4 Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**11.5 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the County is a party.

**11.6 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.7 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or County for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

**11.8 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.9 Relationship of the Parties.** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this Agreement which may appear to give County the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of County in the results of the Work only. County shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall County have the power to direct the order in which Contractor's Work is performed under this Agreement. County and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of County for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by County.

**11.10 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.11 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and County and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and County.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

INTELLIGENT CONSERVATION  
SYSTEMS, INC.

By: Chris J. Peterson

Printed Name: Chris J. Peterson

Title: V.P. of Construction

Date: 10/27/23

## **EXHIBIT "A"**

### **SCOPE OF WORK**

Contractor shall provide the follow Work in relation to the fixtures located on the Williamson County Jail North floors 1, 2, & 3:

1. Retrofit 132 existing inmate toilet diaphragm flush valves with new I-CON electronic flush valves with quick connect solenoids. 3 of these flush valves will operate floor drains in Holding.
2. Retrofit 141 existing inmate pneumatic lavatory or bubbler valves with new I-CON electronic lavatory manifolds with quick connect solenoids.
3. Retrofit 64 existing inmate pneumatic shower valves with new I-CON electronic shower valves with quick connect solenoids and suicide resistant showerhead nozzles.
4. Retrofit 8 existing mop sinks with new I-CON electronic mop sink valves with quick connect solenoids.
5. Retrofit 8 existing kitchen sinks with new I-CON electronic kitchen sink valves with quick connect solenoids.
6. Provide 3 computer control systems (1 per floor) to control the I-CON equipment installed under this Scope of Work.
7. The Scope of Work includes all materials, installation, daily on-site project management, facility turnover parts (attic stock), site specific facility training (for each shift if desired), O & M documentation, and material removal.

#### **Clarifications and Disclaimers:**

1. Items not specially identified to be retrofitted or replaced are figured to remain in place.
2. Upstream and downstream infrastructure components are expected to be in functional condition prior to start of construction. These items include, but are not limited to, shutoff valves, water filtration, water treatment, pumps, heaters, pressure regulating valves, mixing valves, angle stops, piping, supports, insulation, fixture jets, or drainage. Repair or replacement by Contractor would be at additional cost.
3. Owner will identify isolation valves prior to construction, and valves are expected to be in working order. Defective valves are the Owner's responsibility to repair or replace.
4. Contactor excludes costs associated with concealed conditions, which are any unobvious conditions not disclosed visually during the walk-through or in written bid documents.
5. The Scope of Work is based on facility provided information as to suitable electrical availability, stability and emergency capacity to operate electrical equipment

according to NEC.

6. The Contract Time is based on reasonable access to a quantity of fixtures sufficient to maintain the anticipated schedule. Contractor estimates this as contiguous accessibility to a minimum of 20 fixtures or cells, chases and associated plumbing components per day per crew. A minimum of two full-time dedicated escorts with necessary keys will be required for Contractor's Scope of Work, allowing two independent crews to perform the work. No costs for escorts have been included in under this Agreement. The Contract Time is also based on secured tool and material storage inside the facility, sufficient for at least one week of work.
7. Angle stop valves shall be reused. Contractor includes up to 2% replacement of defective stop valves. Replacement of additional stop valves shall be at additional cost. Generally, all new concealed flush valves will reuse the existing angle stops and vacuum breaker connections. Generally, new exposed flush valves will reuse the existing stops and new vacuum breaker tubing will be installed.
8. Existing anti-flood devices will generally be disconnected because the I-CON equipment does not rely on hydraulic activation or metering.
9. For new fixtures (if applicable), siliconized caulking will be used. For correctional facilities, single part pick resistant security sealant will be used inside cells. Due to hardening cure times of caulking and sealants, users may need to be kept away from newly sealed areas.
10. When new fixtures are installed, waste flanges shall be reused. Contractor includes up to 5% flange repair. Additional flange repair, flange replacement, or carrier repair shall be at additional cost.
11. The Scope of Work does not include painting or tile work. Based on experience, the facility is better suited to perform and manage this work (if needed). Contractor strives to specify fixtures with fitment characteristics that reduce the need for finish touch-up.
12. Significant upstream scopes of work, shutdowns and maintenance are recommended to be performed prior to the water fixture retrofit scope, so as to not affect or damage new work which may be affected by upstream contaminants or conditions.
13. Fixture condition and water quality can affect performance and functionality regardless of retrofit equipment selected. Contractor is not responsible for pre-existing conditions or drainage obstructions, nor prior assessment of fixture condition or water quality.
14. Contractor assumes ownership and responsibility for the removal and disposal of all construction related materials, recycling, and removed facility equipment, other than hazardous materials such as lead or asbestos. The Owner is responsible for any hazardous material abatement prior to the installation of this ECM.
15. The Scope of Work includes only the number of fixtures that are detailed in this Scope of Work. If additional fixtures are identified to be added to the scope, a change order will be required.
16. Unless specified otherwise, Contractor includes certain attic stock (turnover spares) for valves, controllers, transformers and standard consumable parts. Extra fixtures

are generally not included.

17. Payment and Performance Bonds are included in the Contract Price.
18. Permit Fees are not anticipated for this project based on the "retrofit" nature of the scope and permissible in the category of maintenance, and no major modifications to infrastructure are being performed. Municipalities and jurisdictions may, however, impose permit fees after the fact. Contractor has not included permit fees but would seek reimbursement at cost if required.
19. Contractor reserves the ability to utilize all code approved materials and methods. Should the Owner have a preference or prohibition which has a significant cost affect, that premium will result in a change order.
20. Sales tax has been removed from the Contract Price. Contractor will require the sales tax exemption certificate with valid dates for the full duration of the construction period, as an attachment included with the Contractor subcontract.



September 7<sup>th</sup>, 2023

Williamson County Jail  
306 W 4th St. Georgetown, TX 78626  
Re: I-CON Water Controls and Conservation

It has been a pleasure working with your staff on this audit. In this letter, you will find a Scope of Work outlining the proposed repairs and upgrades to the facility. The below is based on the information your facility staff have provided us and information gathered during the preliminary audit in May 2023.

The fixtures of concentration for North floors 1, 2, and 3 are as follows:

- Retrofit 132 existing inmate toilet diaphragm flush valves with new I-CON electronic flush valves with quick connect solenoids. 3 of these flush valves will operate floor drains in Holding.
- Retrofit 141 existing inmate pneumatic lavatory or bubbler valves with new I-CON electronic lavatory manifolds with quick connect solenoids.
- Retrofit 64 existing inmate pneumatic shower valves with new I-CON electronic shower valves with quick connect solenoids and suicide resistant showerhead nozzles.
- Retrofit 8 existing mop sinks with new I-CON electronic mop sink valves with quick connect solenoids.
- Retrofit 8 existing kitchen sinks with new I-CON electronic kitchen sink valves with quick connect solenoids.
- Provide 3 computer control systems (1 per floor) to control the I-CON equipment installed under this scope of work.

The total project package price for this project is \$599,825. All pricing in this proposal is valid up to an executed contract date (purchase order) of 12/15/23. This proposal includes materials, installation, daily on site project management, facility turnover parts (attic stock), site specific facility training (for each shift if desired), O & M documentation, material removal, a standard 1-year ICS labor warranty (per ICS Warranty Statement), and a standard 1-year I-CON parts warranty which includes all consumables (per I-CON Warranty Statement).

The following scope additions are offered for consideration and may be added to the base project prior to contract.

Add Option 1: \$17,142

- Provide 1 master computer control system for Maintenance to control the I-CON computer controls in Add Option 1.

The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. We are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as, natural resources. If there are any questions, please feel free to contact me at (407) 717-1546. I look forward to working your team at Williamson County Jail.

Sincerely,  
Dan Ecoff  
Intelligent Conservation Systems, Inc.  
3110 Camp Rd. Oviedo FL, 32765  
E-mail: [Dan.Ecoff@ics.green](mailto:Dan.Ecoff@ics.green) Cell: 407-717-1546



Clarifications and Disclaimers:

We encourage our customers to clarify any questions about the scope of work they may have in writing.

1. Acceptance and use of ICS Proposal/Documentation constitutes an agreement to include the Proposal and the following qualifications in any subcontract or purchase order as an attachment to the scope of work.
2. After contract execution, a material lead time of 4-6 weeks is anticipated on standard items. After execution and material order placement, an accurate lead time can be determined based on updated factory stock and supply.
3. Items not specially identified to be retrofitted or replaced are figured to remain in place.
4. Upstream and downstream infrastructure components are expected to be in functional condition prior to start of construction. These items include, but are not limited to, shutoff valves, water filtration, water treatment, pumps, heaters, pressure regulating valves, mixing valves, angle stops, piping, supports, insulation, fixture jets, or drainage. Repair or replacement by ICS would be at additional cost.
5. The customer will identify isolation valves prior to construction, and valves are expected to be in working order. Defective valves are the customer's responsibility to repair or replace.
6. We exclude costs associated with concealed conditions, which are any unobvious conditions not disclosed visually during the walk-through or in written bid documents.
7. This proposal is based on facility provided information as to suitable electrical availability, stability and emergency capacity to operate electrical equipment according to NEC.
8. This proposal is based on reasonable access to a quantity of fixtures sufficient to maintain the anticipated schedule. We estimate this as contiguous accessibility to a minimum of 20 fixtures or cells, chases and associated plumbing components per day per crew. A minimum of two full-time dedicated escorts with necessary keys will be required for our scope, allowing two independent crews to perform the work. No costs for escorts have been included in this proposal. This proposal is also based on secured tool and material storage inside the facility, sufficient for at least one week of work.
9. Angle stop valves shall be reused. We include up to 2% replacement of defective stop valves. Replacement of additional stop valves shall be at additional cost. Generally, all new concealed flush valves will reuse the existing angle stops and vacuum breaker connections. Generally, new exposed flush valves will reuse the existing stops and new vacuum breaker tubing will be installed.
10. Existing anti-flood devices will generally be disconnected because the I-CON equipment does not rely on hydraulic activation or metering.
11. For new fixtures (if applicable), siliconized caulking will be used. For correctional facilities, single part pick resistant security sealant will be used inside cells. Due to hardening cure times of caulking and sealants, users may need to be kept away from newly sealed areas.
12. When new fixtures are installed, waste flanges shall be reused. We include up to 5% flange repair. Additional flange repair, flange replacement, or carrier repair shall be at additional cost.
13. This proposal does not include painting or tile work. Based on experience, the facility is better suited to perform and manage this work (if needed). We strive to specify fixtures with fitment characteristics that reduce the need for finish touch-up.
14. Significant upstream scopes of work, shutdowns and maintenance are recommended to be performed prior to the water fixture retrofit scope, so as to not affect or damage new work which may be affected by upstream contaminants or conditions.
15. Fixture condition and water quality can affect performance and functionality regardless of retrofit equipment selected. ICS is not responsible for pre-existing conditions or drainage obstructions, nor prior assessment of fixture condition or water quality.
16. ICS assumes ownership and responsibility for the removal and disposal of all construction related materials, recycling, and removed facility equipment, other than hazardous materials such as lead or asbestos. The facility is responsible for any hazardous material abatement prior to the installation of this ECM.
17. Warranties are one year from owner acceptance, but no longer than 90 days from substantial construction completion of the water fixture installation scope. Warranty labor is included for all workmanship related



claims. Claims for material defects are per each manufacturer and generally do not include labor or shipping to the manufacturer.

18. Excessive work delays caused by the customer in excess of two hours per day, will be charged to the customer at prevailing wage per hour x all hours of delay x the number ICS employees and subcontract employees delayed compensating for unanticipated lost time.
19. Not all options may be combined or can stand alone. Pricing breakdowns are for informational purposes only and may not be severable. Contact ICS for final pricing configurations.
20. This project scope includes only the number of fixtures that are detailed in this proposal. If additional fixtures are identified to be added to the scope, a change order will be required.
21. Unless specified otherwise, ICS includes certain attic stock (turnover spares) for valves, controllers, transformers and standard consumable parts. Extra fixtures are generally not included.
22. When specified in the proposal, payment and performance bonds are included project costs.
23. Permit Fees are not anticipated for this project based on the "retrofit" nature of the scope and permissible in the category of maintenance, and no major modifications to infrastructure are being performed. Municipalities and jurisdictions may, however, impose permit fees after the fact. We have not included permit fees but would seek reimbursement at cost if required.
24. We reserve the ability to utilize all Code approved materials and methods. Should the facility have a preference or prohibition which has a significant cost affect, that premium will result in a change order.
25. Sales tax has been removed from project costs. ICS will require the sales tax exemption certificate with valid dates for the full duration of the construction period, as an attachment included with the ICS subcontract.

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 11/07/2023

Approval of Contract for Construction with Falkenberg Construction Company, Inc. for Jail Facade Repairs for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Construction Contract #202464 between Falkenberg Construction Company, Inc. and Williamson County for the Jail Facade Repairs: Precast & Sealant in the amount of \$49,224.53 pursuant to BuyBoard Contract #581-19 and execution of the construction contract.

**Background**

This project is for jail facade repair and replacement of precast concrete facade components on the north facade of the north jail building. The contract includes a detailed scope of work in the amount of \$49,224.53. Funding Source is 01.0100.1008.004509. The department point of contact is Christy Matoska.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract

Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Gretchen Glenn  
Final Approval Date: 11/02/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/01/2023 10:45 PM  
11/02/2023 08:58 AM  
Started On: 10/31/2023 11:06 AM



**CONTRACT FOR CONSTRUCTION**  
**(Cooperative Purchasing – Buyboard – Contract Number 581-19)**

**PROJECT:** Williamson County Jail Façade Repairs (“Project”)

**GENERAL CONTRACTOR:** Falkenberg Construction Co., Inc. (“GC”)  
Triston Moore, Project Manager  
250 Cheatham St., Suite 2  
San Marcos, TX 78666

**ARCHITECT:** Williamson County Architect (“A/E”)  
Trenton H. Jacobs, AIA  
3101 SE Inner Loop  
Georgetown, TX 78626

**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.

**RECITALS**

**WHEREAS**, County desires to retain a GC for the **repair and replacement of precast concrete façade components on the north façade of the north jail building** (hereinafter called the “Project”);

**WHEREAS**, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

**NOW, THEREFORE**, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

## **ARTICLE 1 SCOPE OF WORK**

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 CONTRACT DOCUMENTS**

#### **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 **thirty ( 30 ) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

### 3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

#### 3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars (\$ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

### **3.2.2**

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) 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 **Forty-Nine Thousand, Two Hundred Twenty-Four Dollars and Fifty-Three Cents (\$ 49,224.53)**.

### 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 **the narrow focus of repairs** 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 **Four Thousand, Nine Hundred Dollars (\$ 4,900)** 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:

**Falkenberg Construction Co., Inc.**  
**Triston Moore, Project Manager**  
**205 Cheatham St., Unit 2**  
**San Marcos, TX 78666**

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. 6<sup>th</sup> Street

Georgetown, Texas 78626

**GC:** Falkenberg Construction Co., Inc.  
250 Cheatham St., Suite 2  
San Marcos, TX 78666

Attention: Triston Moore  
Project Manager

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:**  
Falkenberg Construction Co., Inc.

**COUNTY:**  
Williamson County, Texas

By:   
Signature

By: \_\_\_\_\_  
Signature

John E. Castro  
Printed Name

\_\_\_\_\_  
Printed Name

President  
Title

\_\_\_\_\_  
Title

Date Signed: 10/16/2023

Date Signed: \_\_\_\_\_

## EXHIBIT A

### CONSTRUCTION DOCUMENTS

Extend scaffolding and maintain until pre-cast members are replaced(+/- mid November)

Adjust scaffolding as needed to still provide protection, but allow for equipment access

Demo (4) existing pre-cast members that are cracked and separating from the structure

Dispose of demoed members properly

Provide and install (4) new precast members to match existing

Includes all required equipment to hoist for demo and install of members

Grind out mortar joints in cap stone at covered entry way, Prep and install Tremco Spec 2 silicone

Pressure-wash all brick and stone at entryway from new soldier course to cap stone

Apply Prime-A-Pell 200 to prepped brick and stone per manufactures recommendations



## 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
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Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

Aggregate policy limits	No aggregate limit	
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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 policies. 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**
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- 13 MISCELLANEOUS PROVISIONS**
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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. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15<sup>th</sup>) 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 (11<sup>th</sup>) 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 (7<sup>th</sup>) 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. Contractor 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 (1/10<sup>th</sup>) 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 trusted 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-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed 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 (1<sup>st</sup>) 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 include 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.



**CONSTRUCTION CO., INC.**  
 2435 109TH ST. | GRAND PRAIRIE, TX. 75050  
 T.214-324-4779 FALKENBERGCONSTRUCTION.COM

September 5, 2023

**Williamson County**  
 3101 SE Inner Loop  
 Georgetown, Texas 78626

**Proposal No.:**

**Reference:** Jail Façade Repairs: Precast & Sealant

**Contract No.:** Buy Board 581-19

**Attention:** Thomas Crockett

We propose to furnish labor, material and equipment for the Jail Facade project for the sum as follows:

Proposal Breakdown		
RS Means Cost		\$49,004.01
Coefficient	0.98	\$980.08
Sub Total		\$48,023.93
Bond	2.5%	\$1,200.60
<b>PROPOSAL TOTAL</b>		<b>\$49,224.53</b>

Forty Nine Thousand Two Hundred Twenty Four and 53/100 ----- dollars.

**I. Documents:**

- A. Drawing Numbers: NA
- B. Specifications: N/A

**II. Scope of Work:**

- Extend scaffolding and maintain until pre-cast members are replaced(+/- mid November)
- Adjust scaffolding as needed to still provide protection, but allow for equipment access
- Demo (4) existing pre-cast members that are cracked and separating from the structure
  - Dispose of demoed members properly
- Provide and install (4) new precast members to match existing
  - Includes all required equipment to hoist for demo and install of members
- Grind out mortar joints in cap stone at covered entry way, Prep and install Tremco Spec 2 silicone
- Pressure wash all brick and stone at entryway from new soldier course to cap stone
- Apply Prime-A-Pell 200 to prepped brick and stone per manufactures recommendations

**No personnel will be allowed access to north entrance from beneath the scaffolding while demo and install of Cast Stone is taking place. Patrons may use sidewalk to the west to access the north entrance.**

**III. Exclusions:**

Sales tax, overtime, permit fees

**IV. Clarifications:**

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Triston Moore  
 Project Manager

## Cost Estimate Report

Williamson County

Date: 09/05/2023

### Wilco\_ Jail Facade Repairs\_Pre-cast and S

Year 2023 Quarter 3

Unit Detail Report

Prepared By: Triston Moore

FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	1.00	Week	\$6,184.23	\$6,184.23
015423700090	Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 1 to 5 stories, excludes planks	23.00	C.S.F.	\$182.19	\$4,190.37
015423700906	Scaffolding, steel tubular, regular, rent/month only for complete system for face of walls, 6' -4" x 5' frames, excludes planks	46.00	C.S.F.	\$101.85	\$4,685.10
015423702850	Scaffolding, steel tubular, regular, accessory, plank, rent/mo, 2" x 10" x 16' long	40.00	Ea.	\$12.90	\$516.00
015433400110	Rent aerial lift, telescoping boom to 60' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	12.00	Day	\$740.43	\$8,885.16
<b>Division 01 General Requirements Subtotal</b>					<b>\$24,460.86</b>
<b>Division 02 Existing Conditions</b>					
024113160160	New item, minimum labor/equipment charge	1.00	Ea.	\$808.59	\$808.59
024119168500	Selective demolition, cutout, remove, minimum labor/equipment charge	1.00	Job	\$147.60	\$147.60
024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$625.00	\$625.00
024119259000	Selective demolition, saw cutting, minimum labor/equipment charge	1.00	Job	\$358.07	\$358.07
<b>Division 02 Existing Conditions Subtotal</b>					<b>\$1,939.26</b>
<b>Division 03 Concrete</b>					
030505100070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	20.00	C.Y.	\$281.48	\$5,629.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
030505101910	Selective concrete demolition, minimum labor/equipment charge	1.00	Job	\$1,129.06	\$1,129.06
033529609000	Concrete finishing, walls, minimum labor/equipment charge	1.00	Job	\$720.72	\$720.72
034513500600	Precast wall panel, smooth, gray, uninsulated, high rise, 4' x 8' x 4" thick, 3000 psi	100.00	S.F.	\$60.80	\$6,080.00
038116500890	Selective demolition, concrete cutting, wall, minimum labor/equipment charge	1.00	Job	\$1,093.42	\$1,093.42
038213101999	Concrete core drilling, includes bit cost, layout and set up time, minimum equipment/labor charge	1.00	Job	\$497.85	\$497.85
<b>Division 03</b>	<b>Concrete Subtotal</b>				<b>\$15,150.65</b>
<b>Division 04</b>	<b>Masonry</b>				
040120209000	Pointing masonry, minimum labor/equipment charge	1.00	Job	\$157.19	\$157.19
040120410110	Unit masonry stabilization, structural repointing method, cut/grind mortar joint	500.00	L.F.	\$1.96	\$980.00
040120410110	Cleaning masonry, add for pedestrian protection	1.00	Job	\$0.20	\$98.00
040120509000	Toothing masonry, minimum labor/equipment charge	1.00	Job	\$95.85	\$95.85
040120520820	Cleaning masonry, high pressure wash, average soil, biological staining, water and chemical, excludes scaffolding	500.00	S.F.	\$1.96	\$980.00
040120520820	Cleaning masonry, add for pedestrian protection	1.00	Job	\$0.20	\$98.00
040120529000	Cleaning masonry, minimum labor/equipment charge	1.00	Job	\$950.87	\$950.87
040505109000	Selective demolition, masonry, minimum labor/equipment charge	1.00	Job	\$215.10	\$215.10
040516309000	Grout, minimum labor/equipment charge	1.00	Job	\$265.29	\$265.29
042210149000	Concrete block, back-up, minimum labor/equipment charge	1.00	Job	\$418.95	\$418.95
042210249000	Concrete block, exterior, minimum labor and equipment charge	1.00	Job	\$418.95	\$418.95
044110109000	Stone wall, minimum labor/equipment charge	1.00	Job	\$426.93	\$426.93
047210100100	Precast concrete coping, stock units, 10" wall, 12" wide, 3-1/2" tapers to 3", includes mortar, excludes scaffolding	30.00	L.F.	\$20.57	\$617.10
<b>Division 04</b>	<b>Masonry Subtotal</b>				<b>\$5,722.23</b>
<b>Division 07</b>	<b>Thermal and Moisture Protection</b>				
070505109000	Selective demolition, thermal and moisture protection, minimum labor/equipment charge	1.00	Job	\$213.60	\$213.60
071919100300	Silicone water repellants, sprayed on CMU, 2 coat	485.00	S.F.	\$1.49	\$722.65
071919109000	Silicone water repellants, minimum labor/equipment charge	1.00	Job	\$133.76	\$133.76
079213204200	Joint sealants, caulking and sealants, silicone rubber, cartridges	10.00	Gal.	\$66.10	\$661.00
<b>Division 07</b>	<b>Thermal and Moisture Protection Subtotal</b>				<b>\$1,731.01</b>

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	<b>Subtotal</b>				<b>\$49,004.01</b>
	<b>General Contractor's Markup on Subs</b>			<b>0.00%</b>	<b>\$0.00</b>
	<b>Subtotal</b>				<b>\$49,004.01</b>
	<b>General Conditions</b>			<b>0.00%</b>	<b>\$0.00</b>
	<b>Subtotal</b>				<b>\$49,004.01</b>
	<b>General Contractor's Overhead and Profit</b>			<b>0.00%</b>	<b>\$0.00</b>
	<b>Grand Total</b>				<b>\$49,004.01</b>

**Commissioners Court - Regular Session**

**45.**

**Meeting Date:** 11/07/2023

Approval of Purchase of Jury Seating and Captive Exemption to Sauder Manufacturing Company for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action to authorize the purchase of jury seating and other courtroom furniture from Sauder Manufacturing Company in the amount of \$27,897.80 and exempting this purchase and future purchases of jury seating and other courtroom furniture during FY24, up to the not-to-exceed amount of \$68,000.00, from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment].

**Background**

Purchase is to provide jury seating and courtroom furniture at the Williamson County Criminal Justice Center, County Court at Law 1 and the District Court starting with an initial purchase on requisition #132921 for \$27,897.80 followed by subsequent courtroom seating purchases throughout FY24 not-to-exceed a total of \$68,000.00. This is specific courtroom furniture the County is using in the life cycle replacement program for furniture and provides a standardized furniture system in this setting. The funding source is 01.0100.1009.004509. Department point of contact is Christy Matoska.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Quote

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/01/2023 10:36 PM
County Judge Exec Asst.	Becky Pruitt	11/02/2023 08:59 AM
Form Started By: Gretchen Glenn		Started On: 10/31/2023 11:43 AM
Final Approval Date: 11/02/2023		

# SAUDER

## COURTROOM FURNITURE

P.O. Box 230  
930 W. Barre Road  
Archbold, Ohio 43502

Phone: 419-445-7670  
Fax: 419-446-3173  
800-537-1530

## QUOTATION

### Net Price Quote For:

Williamson County Criminal  
Justice Center  
405 Martin Luther King Jr. St.  
Georgetown, TX 78626

Cust # 500027 Catalog 2023 Zone 3

Date Created: 10/02/23  
Project: WILLIAMSON COUNTY  
Required Date: 10/12/23

Ship To: Williamson County Criminal  
Justice Center  
405 Martin Luther King Jr. St.  
Georgetown, TX 78626

Sales Rep: BEN BRADSHAW  
9036492553-  
BBRADSHAW@SAUDERWORSHIP.COM

Contact: Tommy Crockett  
(512) 943-1611  
TCROCKETT@WILCO.ORG

Line	Qty	Description	Net Each	Total
1	24	5321002 JURY SEATING,CLARITY,WIDE tag: S Swivel Jury Seating Base WD Uph Front of Bk, Wood Bk of Bk C Grade C Fabric SS Cut Fabric with Selvage Side 0200 Medium Aisle Panel F Aisle Panel To Be Finished PSRO Plain Sliced Red Oak Wood WD-FLIP-UP Wood Flip Up Arm Cap 74 Finish #74 Amber MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004		
2	1	AUD-DELIVERY DELIVERY OF AUDITORIUM SEATING tag: DELIVER 00024. TO STATE OF TX		
3	1	AUD-ASM-INSTALL INSTALLATION OF AUDITORIUM STG tag: INSTALL 00024. TO STATE OF TX		

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Subtotal: \$27,897.80

Tax: \$0.00

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**Total\*:** **\$27,897.80**

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**Commissioners Court - Regular Session**

**46.**

**Meeting Date:** 11/07/2023

Approval of the Addendum for the Not-to-Exceed amount for Master Service Agreement with Securitas Technology for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the addendum for the current Master Service Agreement, between Securitas Technology and Williamson County by increasing the not-to-exceed amount of \$250,000.00 to \$598,953.57, to include quote for installation of access readers at Criminal Justice Center in the amount of \$348,953.57, per Sourcewell Contract #030421-SCS, and authorizing execution of the agreement.

**Background**

This agreement includes the purchase and installation of access control devices, service plans, surveillance and monitoring at various County locations. This expenditure may be charged to various funds and line items, such as, but not limited to: 01.0100.0509.004500, 01.0100.0509.004509 and 01.0100.0509.004510 and other department specific line items and projects if necessary. The department point of contact is Christi Stromberg.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Amendment  
Quote

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/01/2023 10:39 PM
County Judge Exec Asst.	Becky Pruitt	11/02/2023 09:04 AM
Form Started By: Gretchen Glenn		Started On: 11/01/2023 01:50 PM
Final Approval Date: 11/02/2023		

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**AMENDMENT TO MASTER SERVICES AGREEMENT FOR  
FACILITY SECURITY SERVICES**  
(Williamson County Facilities)

(STANLEY Convergent Security Solutions, Inc. – Sourcewell #030421-SCS)

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**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 AMENDMENT TO MASTER SERVICES AGREEMENT FOR FACILITY SECURITY SERVICES** (hereinafter “Amendment”) 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 **SECURITAS Technology Corporation f/k/a/ STANLEY Convergent Security Solutions** (hereinafter “Securitas” or “Service Provider”), both of which are referred to herein as the parties.

RECITALS

**WHEREAS**, the County and Service Provider previously executed a Master Services Agreement for Facility Security Services (the “Contract”), effective on February 8, 2023, wherein Service Provider agreed to provide certain operational services pursuant to Sourcewell #030421-SCS;

**WHEREAS**, County desires to engage Service Provider for additional services described in Sourcewell #030421-SCS and to increase the not-to-exceed amount.

**NOW, THEREFORE**, premises considered, the Parties agree that the Contract is amended as follows:

AGREEMENT

- I. Section III, Consideration and Compensation, of the Contract shall be amended as follows:

**Consideration and Compensation:** Service Provider will be compensated pursuant to the pricing set forth in Sourcewell #0303421-SCS. Any changes must be made by a change order or amended and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$598,953.57 per fiscal year.**

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Contract; and furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.
- III. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Judge Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_, 20

**SERVICE PROVIDER:**

Securitas Technology

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

DocuSigned by:

*Mike Capra*

D9C614A3AB68425...

Date: 01-Nov-2023 \_\_\_\_\_, 20

Prepared For:

WILLIAMSON COUNTY - GEORGETOWN, TX - Wilco Justice Center Access Control

xx xx

WILLIAMSON COUNTY  
405 MARTIN LUTHER KING ST  
GEORGETOWN, TX , 78626

Prepared By:

Securitas Technology Corporation  
3800 Tabs Drive  
Uniontown, OH 44685  
Randy Rimmer  
Sr. Security Consultant  
(210) 551-5422  
randy.rimmer@securitas.com

Project Site:

WILLIAMSON COUNTY  
405 MARTIN LUTHER KING ST  
GEORGETOWN, TX , 78626

## Scope of Work for the Williamson County Justice Center Access Control System Upgrade

**Site Address:** 405 MARTIN LUTHER KING ST Georgetown, TX 78626

**POC:** Nathan Pearl - (661) 992-1106

Basic Site Description: Two Story building Court/ office Center with a working office and Courtroom area in the basement. There is a working Lenel Access Control system in this facility that is to be upgraded and expanded to (71) Door Card Readers to increase the Security in key areas of the Center as described above. The existing Lenel system is networked and controlled by the Williamson County Access Control department at the main server. The new Card Readers will also be controlled by this same County department. Programing of the new door card readers will be done by Securitas Technology. It is understood that the County provides a stable IP communication between this site and the main server which is controlled by the Williamson County Access Control Department.

There are currently several headend locations in the building which are shown on the attached drawings. Securitas Technology will be expanding the number of panels in these locations and adding two new headend on the first floor. There is drop ceiling throughout the Center and all low voltage wiring must be run using the current in-place j-hooks and new j-hooks for this job. Also use the existing sleeves between walls/ floors or in the existing available conduit as directed by Securitas Technology Project Management. New conduit is being provided for the wiring for the additional doors of the basement. The drawings show the grouping of doors in relation to the headend locations to indicate the wire run directions. These notes also indicate the additional prewire panels to be installed at these headend locations.

There is a grouping of doors shown on the second floor where the wires will need to be run through the floor of a closet to the headend on the first floor. There is an available existing six-inch conduit for this group of wires from the second floor.

Bentley Lock will be providing and installing the new electronic locking hardware for this project.

Electrified Hardware HES 5200 Electric Strike (3)

Electrified Hardware HES 1500 Electric Mortise Strike (44)

Electrified Hardware Von Duprin QEL Rail Kit (10)

Electrified Hardware Von Duprin REX Switch (10)

Electrified Hardware RXQEL98EO 3 US26. Chrome (6)

Electrified Hardware Command ETH6W4545 625 CHbb79 Chrome 6wire (12)

Electrified Hardware Best Mortise Case 45HWCAD626RQE (1)

Hardware Von Duprin Double Door Strike (6)

Hardware KeeDex Door Cord Alum. (4)

La Rocca Security Solutions to install the following and conduct the described work:

71 new access control doors. Installation: -

Cable –

Card readers,

Door Status Contacts

Motion detectors –

Panels installation and termination -Marble drilling -Commissioning –

Cable supports supply and installation included (J-hooks or bridle rings)

Big State Electric to provide and install the needed conduit for the wire runs in the basement.

The installation of the electrical conduit will be in accordance with the NEC and the authority having jurisdiction.

Furnish and install 1" and ¾" conduit as per map of the basement area provided by Securitas Technology.

**This proposal utilizes the SourceWell purchasing Contract. Securitas Contract Number 030421-SCS. Williamson County Member ID 9076**

-This BOM & SOW encompass the entire design of this project. Any additional items not specified in writing may require a written Change Order prior to implementation.

-Any and all permits, if required and that have not been added to this BOM or mentioned in this scope of work, shall fall on the responsibility of the customer or general contractor, therefore additional cost may occur.

All Equipment, Fire alarm and Security installation are subject to the local AHJ.

(Authority Having Jurisdiction) Approval, if required, in regards to NFPA72 (Local Adopted Version), IBC, or

Borough Regulations. Any additions or changes to the original quote before or

after acceptance that is required by the Building Department, Fire Department or Local Borough, though rare, may be subjected to a Change order for additional expense.

Any network issues to be resolved by customer's network provider. Any additional labor from delays or a required return trip may be at an additional cost to customer.

Any IP information or static IP addresses required will be provided by Customer.

During this project implementation Securitas Technology has the option to Progress Bill based on performance milestones and project completion based on monthly evaluation of the percentage of work completed.

--Securitas also reserves the right to stop work in the case of any possible unsafe working conditions until the issue has been corrected and proper OSHA standards have been resolved.

-All devices are subject to change from the manufacturer at any time. Therefore, some devices may have changed/upgraded/availability from the time of the presentation of this quote to the customer to the contract. Devices subject to availability may cause potential delays in project completion to occur.

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# 1 Proposal Schedules:

## 1.1 Material Schedule:

### Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Lenel	LNL-X2220	4	\$1,916.87	\$7,667.48
INTELLIGENT DUAL READER CONTROLLER 12 VDC OR				
Lenel	LNL-1320-S3	35	\$746.26	\$26,119.10
Dual Reader Interface Module-Spts OSDP-12/24VDC				
Bosch	DS160	65	\$71.86	\$4,670.90
Bosch - Request to Exit PIR, Light Grey				
Lifesafety Power	LSP-8DRN-E4M1WTA	10	\$2,200.73	\$22,007.30
LSP-8DR-NET, E4M1 24H X 20W ENCL, PREWIRED FOR 2220 AND (3)				
GRI	180-12-W	88	\$4.13	\$363.44
GRI - 3/4" Recessed Steel Door Contact, White				
Paige	2S1680P6R1	10	\$1,213.75	\$12,137.50
ACCESS CABLE 18/4C+22/3PR OAS+22/4C+22/2C YELLOW CMP 1000'				
ADI	40NKS-T2-000000	72	\$233.76	\$16,830.72
SIGNO 40, BLK/SLVR, PIG, CRD PFL T2-SMART, BLE:ON, WIEG,				
CSC	E1500RTXL2U	2	\$914.49	\$1,828.98
UPS 1500VA 120V 8 RCPT 5-15R USB/DB9/RJ45 SNMP/WEB SLOT LCD				
Securitas	BP36RTXL	2	\$774.74	\$1,549.48
36VDC14.4AH BATTERY PACK WITH INTERNAL CHARGER THAT EXTENDS				
Interstate Batteries	FAS1075	20	\$17.42	\$348.40
12V 7Ah SLA Battery				

**Material Schedule Subtotal: \$93,523.30**

### Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
Project Supervision	30.00	185.00	\$5,550.00
Installation	32.00	165.00	\$5,280.00

**Labor Schedule Subtotal: \$10,830.00**

### Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
locksmith			\$122,767.69
Install Labor			\$110,294.12
electrical contractor			\$11,538.46

Additional Cables and Locks:

SubContracting & Cable Schedule Subtotal: \$244,600.27

## 2 Purchase Investment Summary:

### Pricing Breakdown

Material Schedule:	\$93,523.30
Labor Schedule:	\$255,430.27
<b>Total:</b>	<b>\$348,953.57</b>

\*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms: Progress Billing based on percentage of work completed

Payment Terms: Per the Texas Prompt Payment Act.

This proposal is valid for 30 days

**Commissioners Court - Regular Session**

47.

**Meeting Date:** 11/07/2023

Ronald Reagan Widening CP&Y Contract Amendment No. 3

**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. 3 to the Ronald Reagan Widening project contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program.

Project: P336

Fund Source: Road Bonds

**Background**

CP&Y Contract Amendment No. 3 increases the contract compensation cap by \$620,000.00 from \$3,300,000.00 to \$3,920,000.00. This will allow for the execution of a Supplemental Work Authorization which accounts for requested schematic revisions, public involvement plan, geotechnical boring and additional PS&E services in the amount of \$627,398.73. This will also allow for a future Work Authorization for construction phase services. No other changes are proposed at this time.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

ReaganWidening-CPY-Amendment3

ReaganWidening-CPY-WA02Supp05

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 11:58 AM

Started On: 11/01/2023 04:24 PM

**CONTRACT AMENDMENT NO. 3**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**Ronald Reagan Boulevard Widening (“Project”)**

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") CP&Y, Inc. (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 August 13, 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 “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$3,300,000.00; 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 \$3,300,000.00 to \$3,920,000.00, reflecting a total increase of \$620,000.00.

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:**

By:   
Signature

Robin Handel, PE  
Printed Name

Senior Vice President  
Title

11/2/2023  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUPPLEMENTAL WORK AUTHORIZATION NO. 5  
TO  
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
Ronald Reagan Boulevard Widening (“Project”)**

This Supplemental Work Authorization No. 5 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated August 13, 2019 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **CP&Y, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective August 29, 2020. (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 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”.
  
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$2,462,289.91 to \$3,089,688.64. The revised Fee Schedule is attached hereto as Attachment “D”.

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, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Robin Handel  
Printed Name

Senior Vice President  
Title

10/11/2023  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

Bill Gravell Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

Attachment B – Services to be Provided by Engineer

Attachment D – Fee Schedule

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER FOR**  
**RONALD REAGAN BLVD**

**PROJECT DESCRIPTION**

Project Limits

The project limits are from SH 29 to north of FM 3405 for approximately 5 miles.

Existing Facility

The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW (200ft to 450ft).

Proposed Facility

Construct a new 2 lane roadway with shoulders, turn lanes and intersection improvements to serve as a future southbound frontage road connecting the divided highway near SH 29 and tying into existing Ronald Reagan Blvd. north of FM 3405. This facility will also include turn lanes on FM 3405 & SH 29 for the project limits mentioned above

Design Criteria

The proposed design criteria for the project will be developed from the Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. Monthly Progress Report, Invoices, and Billings (**18** months assumed):

- Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

d. Progress/Coordination Meetings (**18** external meetings assumed):

- Attend coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

e. Stakeholder Coordination (8 meetings assumed):

- Coordinate with affected local agencies and County's consultants, including City of Georgetown Waterline designers
- Review stakeholder developed designs for implementation into design and provide guidance
- Attend meeting with stakeholders.
- Prepare agendas, sign in sheets, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

f. Utility Coordination Meetings (**6** meetings assumed):

- Coordinate with County's consultants and utility owners for conflict resolution and assist the County and its representatives in preparing responses to project-related inquiries.
- Attend meetings with GEC, Utility Coordinator, and utility representatives

**Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Files

## 2. ROUTE AND DESIGN STUDIES

- Updates to Ultimate Schematic design model based on revisions from previously scoped revisions. Develop updated 100-foot cross sections with labels.
- Analyze and develop exhibits for revised design per additional developments along the corridor and revisions due to property owner agreements.
- Design review and impact analysis of stakeholder developments to ultimate schematic design (assume up to 4 reviews)

### a. **Deliverables:**

- Ultimate Schematic cross-sections at 100-foot intervals
- Draft and Final Localized Schematic Exhibits at revised design locations (4)
- Stakeholder Exhibits (4)

## 3. PUBLIC INVOLVEMENT

*As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The Consultant shall coordinate and provide support on the public involvement with the County's GEC and public involvement consultant.*

### a. Public Involvement Plan

- Develop parcel exhibit maps as needed for meetings with affected property owners. Four (4) maps assumed.

### b. Expert Witness Testimony

- Develop exhibit package for one (1) condemnation parcel. Assume one (1) package.
- Prepare and attend meetings with County's GEC and consultants.

### **Deliverables:**

- Prepare individual property exhibits with ROW impacts for impacted property owner meetings
- Draft and Final Exhibit package
- Prepare for and attend one virtual meeting in preparation for the expert witness testimony. Prepare, travel, and attend one two-hour in-person meeting.

## 7. GEOTECHNICAL SERVICES

### c. Soil Borings:

- Perform **four (4)** pavement borings, at a depth of fifteen (15) feet; **one (1)** retaining wall boring up to twenty (20) feet, and **one (1)** bridge boring up to sixty (60) feet.
- Develop soil boring layout for approval from the County prior to mobilization.

d. Geotech Report:

- Provide a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, analysis and recommendations for settlement and slope stability of the earthen embankments; and culvert bedding, analysis and recommendations for wingwalls and headwalls, general earthwork recommendations, Swell potential evaluations, Pavement thickness design alternatives with subgrade stabilization, PVR calculations.
- Provide Soil Core Hole Drilling required for pavement borings. Follow the procedures in the Williamson County Design Criteria Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, California Bearing Ratio (CBR) tests, sulfate content tests, lime series analyses.
- Create a Preliminary Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing, following the format noted in the Williamson County Design Criteria Manual.
- Prepare and analyze three (3) pavement design options. The options will consist of a (1) full-depth hot mix design to be used in small areas or for temporary pavement, (2) asphalt overlaying flexible base and lime stabilized subgrade, and (3) asphalt overlaying flexible base with cement stabilized base. Provide a temporary pavement section for traffic control design with asphalt overlaying flexible base, if needed. All pavement design analyses should be performed with TxDOT software FPS-21, unless otherwise approved by the County.
- Update hydraulic models for adding rock rip rap under low-profile bridges for stabilization.

**Deliverables:**

- Revised Preliminary Pavement Report.
- Revised Draft Geotech Investigation Report

8. **PLAN PREPARATION (PS&E) SERVICES**

Revise plans per additional developments along the corridor and revisions due to property owner agreements.

a. Roadway/General:

- Index of Sheets
  - Revise index sheet(s) that shows each sheets location in the plan set.
- Typical Sections

- Revise typical section(s) for proposed roadways and cross streets.
- Summary Sheets
  - Revise summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
  - Revise removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
  - Revise roadway plan and profile sheets that depict the proposed construction.
- i. Side Street/Intersection Plans
  - Side Street/Intersections layouts sheets will be prepared for:
    - Fire station
- Cross Sections
  - Update cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.
- Create rock riprap layout sheets under low-profile bridges
- b. Traffic Control – update preparation of TCP due to geometric revisions:
  - Traffic Control Plans (TCP)
    - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
    - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
    - Prepare detailed TCP layouts for each phase.
    - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
    - Consider the construction sequence and plan for temporary functioning of drainage systems.
- c. Signing and Pavement Markings Layouts – update preparation of Signing and Striping due to geometric revisions:
  - Prepare signing and pavement marking layouts at a scale of 1"=100. Road signs and markings will be shown all on the same plan sheet. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths, and end treatments. Each sign will have a corresponding number for cross-reference to the sign summaries

- Prepare pavement marking details for non-standard conditions.
  - Prepare detail sheets for small signs for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale
- d. Traffic Signal Design – update preparation of Traffic Signal Design due to geometric revisions:
- Traffic signal designs for five intersections (Kauffman Loop, Santa Rita Blvd, Elizabeth Park Blvd, Tower Rd, FM 3405) will be provided, including the following tasks for each:
- Perform field work and analysis necessary to design traffic signal plans for designated locations and sections of roadways.
  - Perform field work that may include but not be limited to taking measurements, locating utilities, locating ROW, locating existing signal equipment, identifying existing signal phasing, identifying existing conditions, identifying railroad crossings, identifying utility easements (if present), and taking digital photos of the locations.
  - Prepare layouts for traffic signal, pavement revision, pedestrian element, vehicle detection, communication, pavement marking, and Americans with Disabilities Act (ADA) element design according to current State or County specifications, preferred County format, and approved County preferences. Accommodate County preferred lane assignments at signalized intersections. Design traffic signals to account for future development traffic operations.
  - Prepare PS&E Package in accordance with the applicable requirements of the State’s Specifications and Manuals (latest revision) as available on the State’s website.
  - Provide copies of the traffic signal design layouts.
  - Contact the local utility company to confirm electrical power for signal equipment and identify conflicts with overhead and underground utility lines. Obtain meter address from City. Identify utility company, contact person, and phone number on plans.
  - Perform revisions to the plans due to any comments received from the State and County.
  - Verify that proposed traffic signal work meets the requirements of the National Electrical Code and Texas MUTCD.
- e. Bridge Design:
- Update final bridge layouts with revised typical sections for up to seven (7) bridges.
    - Tributary #1 Bridge
    - Sowes Branch Bridge
    - Tributary #2 Bridge
    - North Fork San Gabriel River Relief Bridge
    - North Fork San Gabriel River Bridge
    - Crossing #2

- Tributary to Middle Fork San Gabriel River
  - Perform optimization at the abutments for reduce/eliminate drilled shafts where possible.
  - Any necessary coordination and revisions to Tributary #1 Bridge from unidentified environmental constraint(s)
  - Structural details for detention ponds
- f. Drainage:
- Hydraulic analysis (13 crossings)
    - Analyze 13 non-bridge class culverts using HY-8.
  - Culvert Layout Sheets
    - Develop culvert layout sheets including plan, profile, riprap or grading details at all the non-driveway parallel culverts, up to **thirteen (13)** locations.
  - Drainage ditch design revised per additional developments along the corridor and revisions due to property owner agreements.
    - Provide hydraulic design for interior and exterior drainage ditches
    - Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width.
  - Drainage Computation Sheets
    - Document criteria, input and computations used to calculate run-off and hydraulics for each pipe, culvert, ditch, pond or point of interest in accordance with Williamson County Design Criteria Manual.
  - Detention Layout Plans Revisions due to property owner agreements.
    - Plan sheets showing the detention layout, cross sections and grading for Tributary #2 to Soves Branch basin.
    - Design Criteria & Design maximum water surface elevations.
    - Detail sheets showing structural information.
    - Geotechnical Recommendations.
  - DRAINAGE STUDY
    - Hydraulic Study & Modeling (Parallel drainage and Tributary #2 to Soves Branch):
    - Prepare design of the right of way drainage system, including parallel drainage structures & updates to roadsides channels using appropriate software (HEC-RAS, HY-8, Bentley or other approved hydraulic modeling software).
    - Determine the need for ROW or easements for Tributary #2 to Soves Branch. Coordinate with the County's GEC as needed to ensure that ROW, easements and the space required for the appropriate maintenance equipment, activities and personnel is provided.

- Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.
- Impact and Mitigation Analysis (Tributary #2 to Soves Branch):
  - Provide documentation of all adverse impacts resulting from the proposed facility in proposed condition. Provide a comparison of existing vs proposed at each outfall from the project area.
  - Coordinate with the County’s GEC as needed to ensure that proposed mitigation and/or detention facilities are in an acceptable location and have acceptable maintenance access and safety features. Provide landscaping setbacks, if requested. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the existing and proposed design for the project area.
  - Revise design stormwater control structures, detention basin layouts and details and provide a detailed maintenance plan for Tributary #2 to Soves Branch detention.
  - Revise plan sheets showing the detention layout, cross sections and grading for Tributary #2 to Soves Branch
  - Design Criteria & Design maximum water surface elevations.
  - Detail sheets showing structural information, if any.
  - Geotechnical Recommendations, if any.
- **Deliverables:**
  - Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.
- b. Stormwater Pollution Prevention Plan (SW3P):
  - i. Revisions Temporary Erosion Control Layouts.
- c. Water Quality:
  - i. Revise water quality, temporary and permanent, Best Management Practices (BMPs) layout sheets for the WPAP to comply with TCEQ regulations.
  - ii. Geologic assessment report to be prepared by others.
- d. City of Georgetown Waterline Plans:
  - i. City of Georgetown waterline design and plans to be prepared by others.
  - ii. Include waterline plan sheets into overall PS&E. Revise Index of Sheets and Project Cost Estimate
- e. **Deliverables:**
  - i. Structural design calculation package included post-Final PS&E Submittal

EXCLUSIONS:

a. The following items are not included in this work authorization:

- SCHEMATIC DEVELOPMENT.
- CLOMR OR LOMR.
- NATIONWIDE PERMIT (NWP 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN)).
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.
- AGENT AUTHORIZATION FORMS FOR WPAP
- Complex modeling including 2-D or unsteady-state HEC-RAS or SWMM

Attachment D - CP&Y, INC.

**Ronald Reagan Widening  
FM 3405 to SH 29  
Williamson County**

Task Description	Total Cost
<b><u>TOTAL LABOR COSTS</u></b>	
<b>1. PROJECT MANAGEMENT</b>	
Project Management	CP&Y \$ 126,364.00
	Corsair \$ 421.56
<b>1. PROJECT MANAGEMENT Subtotal</b>	<b>\$ 126,785.56</b>
<b>2. ROUTE AND DESIGN STUDIES</b>	
Schematic Revisions	CP&Y \$ 23,235.00
<b>2. ROUTE AND DESIGN STUDIES Subtotal</b>	<b>\$ 23,235.00</b>
<b>3. Public Involvement</b>	
Public Involvement Plan	CP&Y \$ 18,426.00
<b>3. Public Involvement Subtotal</b>	<b>\$ 18,426.00</b>
<b>7. GEOTECHNICAL SERVICES</b>	
Geotechnical Borings and Engineering	Corsair \$ 20,487.73
<b>7. GEOTECHNICAL SERVICES Subtotal</b>	<b>\$ 20,487.73</b>
<b>8. PLAN PREPARATION (PS&amp;E) SERVICES</b>	
Roadway/General	CP&Y \$ 96,452.00
Traffic Control	Alliance Transportation Group \$ 67,406.61
Signing, Markings and Signalization	Alliance Transportation Group \$ 86,807.83
Bridge Design	CP&Y \$ 94,138.00
Drainage Design	CP&Y \$ 41,145.00
SW3P	CP&Y \$ 4,288.00
Water Quality	CP&Y \$ 17,236.00
City of Georgetown Waterline	CP&Y \$ 5,205.00
<b>8. PLAN PREPARATION (PS&amp;E) SERVICES Subtotal</b>	<b>\$ 412,678.44</b>
<b>SUBTOTAL LABOR EXPENSES</b>	<b>\$ 601,612.73</b>
<b><u>DIRECT EXPENSES</u></b>	
EXPENSES - CP&Y	CP&Y \$ -
EXPENSES - ATG	Alliance Transportation Group
EXPENSES - SAM	SAM
EXPENSES - SWCA	SWCA
EXPENSES - Corsair	Corsair \$ 25,786.00
<b>SUBTOTAL DIRECT EXPENSES</b>	<b>\$ 25,786.00</b>
<b>TOTAL</b>	<b>\$ 627,398.73</b>
<b><u>SUMMARY of Cost breakdown by Firm</u></b>	
	CP&Y \$ 426,489.00
	Alliance Transportation Group \$ 154,214.44
	SAM \$ -
	SWCA \$ -
	Corsair \$ 46,695.29

Attachment D - CP&Y, INC.

**Ronald Reagan Widening  
FM 3405 to SH 29  
Williamson County**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Senior Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Admin/Clerical	Environmenta l Manager	Total Labor Hours	Total Direct Labor Costs	
	\$265.00	\$224.00	\$158.00	\$121.00	\$121.00	\$251.00			
<b><u>1. PROJECT MANAGEMENT</u></b>									
<b>1 Project Management</b>									
<b>b Monthly Progress Reports, Invoices and Billings</b>									\$ -
1. Prepare and submit montly progress reports	16	6					22	\$ 5,584.00	
2. Prepare monthly invoices	10	-				18	28	\$ 4,828.00	
<b>c Project Coordination</b>									\$ -
1. Prepare and maintain project record keeping	6		6				12	\$ 2,538.00	
2. Maintain continous coordination with the GEC								\$ -	
3. Manage project activities.	40	100	100	40			280	\$ 53,640.00	
<b>d Progress/Coordination Meetings</b>									\$ -
3. Prepare agenda and attend external meetings (6 assumed)								\$ -	
4. Prepare meeting minutes	4		8			4	16	\$ 3,328.00	
5. Hold bi-weekly internal progress meetings	12	50	50				112	\$ 22,280.00	
6. Coordinate and review subconsultant work	9	5					14	\$ 3,505.00	
<b>e Stakeholder Coordination</b>									\$ -
Coordinate with local agencies	4		4				8	\$ 1,692.00	
Prepare agenda and attend meetings (8 assumed)	12		12				24	\$ 5,076.00	
Prepare meeting minutes	3		6				9	\$ 1,743.00	
<b>f Utility Coordination</b>									\$ -
Coordinate with County consultant and utility owners	4	40	4				48	\$ 10,652.00	
Attend meetings (6 assumed)	6	40	6				52	\$ 11,498.00	
							<b>625</b>	<b>\$ 126,364.00</b>	
<b>1. PROJECT MANAGEMENT - SUBTOTAL</b>									
HOURS SUB-TOTALS	126	241	196	40	18	4	625	\$ 126,364.00	
SUBTOTAL	\$ 33,390.00	\$ 53,984.00	\$ 30,968.00	\$ 4,840.00	\$ 2,178.00	\$ 1,004.00		\$ 126,364.00	

**Attachment D - CP&Y, INC.**

**Ronald Reagan Widening  
FM 3405 to SH 29  
Williamson County**

**Fee Schedule/Budget for CP&Y, Inc.**

Task Description	Senior Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Senior Engineer Tech	Environmental Manager	Senior GIS Operator	Total Labor Hours	Total Direct Labor Costs
	\$265.00	\$224.00	\$158.00	\$121.00	\$154.00	\$251.00	\$111.00		
<b><u>2. ROUTE AND DESIGN STUDIES</u></b>									
<b>a Schematic Revisions</b>									
Updates to 100-foot Cross Sections			12	20				32	\$ 4,316.00
Revised Design Exhibits (assume 4+1 review)	1		8	24				33	\$ 4,433.00
Stakeholder Design Impact Review (assume 4)	8	40		24		2		74	\$ 14,486.00
								<b>139</b>	<b>\$ 23,235.00</b>
<b>2. ROUTE AND DESIGN STUDIES- SUBTOTAL</b>									
HOURS SUB-TOTALS	9	40	20	68	0	2	0	139	\$ 23,235.00
SUBTOTAL	\$ 2,385.00	\$ 8,960.00	\$ 3,160.00	\$ 8,228.00	\$ -	\$ 502.00	\$ -		<b>\$23,235.00</b>

**Attachment D - CP&Y, INC.**

**Ronald Reagan Widening  
FM 3405 to SH 29  
Williamson County**

**Fee Schedule/Budget for CP&Y, Inc.**

Task Description	Senior Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Senior Engineer Tech	Engineer Tech	Senior GIS Operator	Total Labor Hours	Total Direct Labor Costs
	\$265.00	\$224.00	\$158.00	\$121.00	\$154.00	\$111.00	\$111.00		
<b><u>3. Public Involvement</u></b>									
<b>a Public Involvement Plan</b>									
Right of Way Mapping									\$ -
Develop exhibit of ROW needs for the County	1	20	2	20	4		8	55	\$ 8,985.00
Condemnation Exhibits (Draft and Final)	2	10	4	20	4		8	48	\$ 7,326.00
Expert Witness Testimony (one virtual meeting and one external meeting)	5		5					10	\$ 2,115.00
								<b>113</b>	<b>\$ 18,426.00</b>
<b>3. Public Involvement- SUBTOTAL</b>									
HOURS SUB-TOTALS	8	30	11	40	8	0	16	113	\$ 18,426.00
SUBTOTAL	\$ 2,120.00	\$ 6,720.00	\$ 1,738.00	\$ 4,840.00	\$ 1,232.00	\$ -	\$ 1,776.00		<b>\$18,426.00</b>

Attachment D - CP&Y, INC.

Ronald Reagan Widening  
FM 3405 to SH 29  
Williamson County

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Senior Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Senior Engineer Tech	Engineer Tech	Senior GIS Operator	Total Labor Hours	Total Direct Labor Costs
	\$265.00	\$224.00	\$158.00	\$121.00	\$154.00	\$111.00	\$111.00		
<b>8. PLAN PREPARATION (PS&amp;E) SERVICES</b>									
<b>a Roadway/General</b>									
Index of Sheets									\$ -
Proposed Typical Sections	2	2	4	20	24	6		58	\$ 8,392.00
<b>Quantities</b>									
Earthwork	1		1	2				4	\$ 665.00
Roadway Removal	1	1	1	2		1		6	\$ 1,000.00
Culverts		1	1	4		4		10	\$ 1,310.00
Erosion Control and SW3P	1	1	1	2		1		6	\$ 1,000.00
Ronald Reagan Plan & Profile Sheets 1"=100' H and 1"=10' V	2	60	40	80	6	12		200	\$ 32,226.00
Bridge Rock Riprap layouts	1		12	12	12			37	\$ 5,461.00
Cross Street Plan & Profile Sheets 1"=100' H and 1"=10' V	1	2	20	40	4	8		75	\$ 10,217.00
Removal Sheets 1"=100'		1	2	40		40		83	\$ 9,820.00
Supplemental Grading Sheets 1"=40' (1 location)	1	10	40	40	4			95	\$ 14,281.00
Intersection layouts 1"=40' (1 location)	1	2	3	6	2	4		18	\$ 2,665.00
50-ft cross sections	1	10	20	24				55	\$ 8,569.00
								<b>653</b>	<b>\$ 96,452.00</b>
<b>e Bridge Design</b>									
<b>Bridge Design and Details</b>									
<i>Tributary #1 to Soves Branch SB Lanes Bridge</i>									
a Bridge Layout and Typical Section	1	2	2	4	4	12		25	\$ 3,461.00
b Bridge Quantities and Bearing Seat Elevations	1	2	4	12		8		27	\$ 3,685.00
c Interior Bents	1	2	8	12	4	8		35	\$ 4,933.00
d Girder Layouts	1	2	4	6		4		17	\$ 2,515.00
e Superstructure	1	2	4	16	4	8		35	\$ 4,785.00
<i>Soves Branch SB Lanes Bridge</i>									
a Bridge Layout and Typical Section	1	2	1	2		4		10	\$ 1,557.00
b Bridge Quantities and Bearing Seat Elevations	1	2	2	4		4		13	\$ 1,957.00
c Interior Bents	1	2	4	8	4	8		27	\$ 3,817.00
d Superstructure	1	2	4	8	4	8		27	\$ 3,817.00
<i>Tributary #2 to Soves Branch Bridge Widening</i>									
a Bridge Layout and Typical Section	1	2	1	2		4		10	\$ 1,557.00
b Bridge Quantities and Bearing Seat Elevations	1	2	2	4		4		13	\$ 1,957.00
c Interior Bents	1	2	4	8	4	8		27	\$ 3,817.00
d Superstructure	1	2	4	8	4	8		27	\$ 3,817.00
<i>North Fork of the San Gabriel River Relief SB Lanes Bridge</i>									
a Bridge Layout and Typical Section	1	2	1	2		4		10	\$ 1,557.00
b Bridge Quantities and Bearing Seat Elevations	1	2	2	4		4		13	\$ 1,957.00
c Interior Bents	1	2	4	8	4	8		27	\$ 3,817.00
d Superstructure	1	2	4	8	4	8		27	\$ 3,817.00
<i>North Fork of the San Gabriel River SB Lanes Bridge</i>									
a Bridge Layout and Typical Section	1	2	1	2		4		10	\$ 1,557.00
b Bridge Quantities and Bearing Seat Elevations	1	2	2	4		4		13	\$ 1,957.00
c Interior Bents	1	2	4	8	4	8		27	\$ 3,817.00
d Superstructure	1	2	4	8	4	8		27	\$ 3,817.00
<i>Middle Fork San Gabriel River SB Lanes Bridge</i>									
a Bridge Layout and Typical Section	1	2	1	2		4		10	\$ 1,557.00
b Bridge Quantities and Bearing Seat Elevations	1	2	2	4		4		13	\$ 1,957.00
c Interior Bents	1	2	4	8	4	8		27	\$ 3,817.00
d Superstructure	1	2	4	8	4	8		27	\$ 3,817.00
<i>Middle Fork to San Gabriel River SB Lanes Bridge</i>									
a Bridge Layout and Typical Section	1	2	1	2		4		10	\$ 1,557.00
b Bridge Quantities and Bearing Seat Elevations	1	2	2	4		4		13	\$ 1,957.00

2023-10-19\_WA2-SA5-Draft Fee\_RR Widening.xlsx

Attachment D - CP&Y, INC.

Ronald Reagan Widening  
FM 3405 to SH 29  
Williamson County

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Senior Project Manager	Senior Engineer	Design Engineer	Engineer-In-Training	Senior Engineer Tech	Engineer Tech	Senior GIS Operator	Total Labor Hours	Total Direct Labor Costs
	\$265.00	\$224.00	\$158.00	\$121.00	\$154.00	\$111.00	\$111.00		
c Interior Bents	1	2	4	8	4	8		27	\$ 3,817.00
d Superstructure	1	2	4	8	4	8		27	\$ 3,817.00
<b>Bridge Standards</b>									\$ -
a IGND Sheet		1	2	2		8		13	\$ 1,670.00
<b>Bridge Quantity Summary</b>									\$ -
a Summary Sheet	1	2	6	4		4		17	\$ 2,589.00
<b>Bridge Design Calculations</b>									\$ -
a Bridge Design Calculation Archive to Client		4	8	12				24	\$ 3,612.00
Water Quality Structural Details			8	24	8			40	\$ 5,400.00
								<b>655</b>	<b>\$ 94,138.00</b>
<b>e Drainage Design</b>									
Culvert Layout Sheets (13 culverts)									\$ -
c Internal Ditch Calcs									\$ -
d Tabular Ditch Layout Schedule			2	4		6		12	\$ 1,466.00
Drainage Computation sheets		1	6	4	4			15	\$ 2,272.00
Detention Analysis (Revisions to Trib #2 Pond)									\$ -
Detention layouts (1 crossing)		4	8	10	8			30	\$ 4,602.00
Detention Analysis / Pond updates for Sub Division Regs and Utilities	8	40	40	80				168	\$ 27,080.00
Update hydraulic models for rock riprap in shadow line	2	2	10	10				24	\$ 3,768.00
Drainage Report	1	2	2	4			4	13	\$ 1,957.00
								<b>262</b>	<b>\$ 41,145.00</b>
<b>f SW3P</b>									
Prepare Erosion Control Plans		1	2	24		4		31	\$ 3,888.00
Prepare SW3P			1	2				3	\$ 400.00
								<b>34</b>	<b>\$ 4,288.00</b>
<b>g Water Quality</b>									
WQ Sand Filter BMP design		40	12	40	10			102	\$ 17,236.00
								<b>102</b>	<b>\$ 17,236.00</b>
<b>h City of Georgetown Waterline</b>									
Review and insert plans by others to overall set	1	10	4	12	4			31	\$ 5,205.00
								<b>31</b>	<b>\$ 5,205.00</b>
<b>8. PLAN PREPARATION (PS&amp;E) SERVICES- SUBTOTAL</b>									
HOURS SUB-TOTALS	54	256	345	688	146	284	4	1,777	\$ 263,864.00
SUBTOTAL	\$ 14,310.00	\$ 57,344.00	\$ 54,510.00	\$ 83,248.00	\$ 22,484.00	\$ 31,524.00	\$ 444.00		<b>\$ 263,864.00</b>

Exhibit D (SWA03) - ATG

Ronald Reagan Widening  
 Ronald Reagan  
 Williamson County

Fee Schedule/Budget for Elizabeth Park

Task Description	Project Principal	Senior Project Engineer	Senior Engineer	Project Engineer	Engineer-in-Training (EIT)	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours	Total Direct Labor Costs
	\$263.74	\$257.41	\$203.61	\$151.92	\$106.55	\$140.31	\$94.95	\$109.72	\$68.57		
<b>VIII. PLANS, SPECIFICATIONS AND ESTIMATE</b>											
<b>A Signing, Markings</b>											
A1 Geometric Revisions (Turn lane changes)	4	6	12	36	48	0	0	8	8	122	\$ 17,052.68
A2 Prepare submittal for and attend pre 100% Project Page Turn Related Effort	4	4	8	16	24					56	\$ 8,701.46
SUBTOTAL	8	10	20	52	72	0	0	8	8	178	\$ 25,754.14
<b>B Signalization</b>											
B1 Signal Design Revisions (Turn lane changes)	4	6	12	48	48			4		122	\$ 17,888.21
B2 Signal Design Additions	4	6	12	48	48					118	\$ 17,449.33
B3 Prepare submittal for and attend pre 100% Project Page Turn Related Effort	4	4	8	12	24					52	\$ 8,093.79
SUBTOTAL	12	16	32	108	120	0	0	4	0	292	\$ 43,431.34
<b>C TCP</b>											
C1 Geometric Revisions											\$ -
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	\$ -
<b>D Miscellaneous Roadway</b>											
D1 Traffic Control Plan											
a TCP Typicals											\$ -
b TCP Overview											\$ -
c TCP Advanced Warning Layouts 1"=400'											\$ -
d TCP Narrative for Sequence of Construction	4	6	8	12	16					46	\$ 7,756.18
e TCP Plans Sheets 1"=100'	4	6	8	12	16					46	\$ 7,756.18
f TCP Details - Non Standard											\$ -
g TxDOT Coordination											\$ -
h TCP Construction Schedule Developed	4	6	8	8						26	\$ 5,443.65
QCQA	4	6	8	12	16					46	\$ 7,756.18
D2 Quantities		6	8	8	12					34	\$ 5,667.33
D3 Summary Sheets	2	2	4	4	6					18	\$ 3,103.74
D4 Standards, Specifications and Estimate			8	8	8					24	\$ 3,696.64
D5 Prepare contract bid documents and proposals	8	8	24	24	24					88	\$ 15,259.17
D6 Prepare submittal for and attend pre 100% Project Page Turn Related Effort	8	8	8	20	20					64	\$ 10,967.52
SUBTOTAL	34	48	84	108	118	0	0	0	0	392	\$ 67,406.61
<b>E Construction Phase Services</b>											
E1 Elizabeth Park Blvd (Contractor Submittals, RFIs, Change Orders)	4	12	16	24	24		40	2		122	\$ 17,622.35
SUBTOTAL	4	12	16	24	24	0	40	2	0	122	\$ 17,622.35
<b>VIII. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL</b>											
HOURS SUB-TOTALS	58	86	152	292	334	0	40	14	8	984	
SUBTOTAL	\$ 15,297.12	\$ 22,137.39	\$ 30,948.75	\$ 44,359.51	\$ 35,589.06	\$ -	\$ 3,797.95	\$ 1,536.08	\$ 548.58		\$ 154,214.44

TASK	SHEETS	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN / CLERICAL	SUB TOTALS
RAW LABOR RATE PER HOUR		\$ 86.54	\$ 86.54	\$ 76.92	\$ 57.69	\$ 52.88	\$ 45.67	\$ 33.65	\$ 26.44	\$ 15.00	\$ 24.04	
OVERHEAD RATE	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	
PROFIT	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
CONTRACT LABOR RATE PER HOUR		\$ 271.00	\$ 271.00	\$ 240.87	\$ 180.66	\$ 165.59	\$ 143.01	\$ 105.37	\$ 82.80	\$ 46.97	\$ 75.28	
<b>1.0 PROJECT MANAGEMENT AND ADMINISTRATION</b>												
<b>1.6 - INVOICING</b>												
1.6.1 Prepare and Submit Invoices - Prefinal Design Phase												
1.6.2 Prepare and Submit Invoices -Final Design Phase			1								2	3
SUB-TOTAL NUMBER OF SHEETS:												Column Total = 3
SUB-TOTAL HOURS:												2
SUB-TOTAL LABOR COST:												\$ 150.56
												\$ 421.56
<b>1.0 PROJECT MANAGEMENT AND ADMINISTRATION SUMMARY</b>												
1.0 - TOTAL NUMBER OF SHEETS:												Column Total = 3
1.0 - TOTAL HOURS:												2
1.0 - % HOURS BY CLASS:												66.7%
1.0 - % LABOR COST BY CLASS:												35.7%
1.0 - TOTAL LABOR COST:												\$ 150.56
												\$ 421.56

TASK	SHEETS	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN / CLERICAL	SUB TOTALS
RAW LABOR RATE PER HOUR		\$ 86.54	\$ 86.54	\$ 76.92	\$ 57.69	\$ 52.88	\$ 45.67	\$ 33.65	\$ 26.44	\$ 15.00	\$ 24.04	
OVERHEAD RATE	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	
PROFIT	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
CONTRACT LABOR RATE PER HOUR		\$ 271.00	\$ 271.00	\$ 240.87	\$ 180.66	\$ 165.59	\$ 143.01	\$ 105.37	\$ 82.80	\$ 46.97	\$ 75.28	
<b>2.0 DATA COLLECTION / PREFINAL DESIGN</b>												
<b>2.4 - GEOTECHNICAL INVESTIGATION</b>												
2.4.1 General Testing and Investigation												
2.4.1.1 Geotechnical Field Work								24				24
2.4.1.2 Boring Layout Plan				1		2						3
2.4.1.3 Texas811 or Similar Locator Service								3				3
2.4.3 Draft Geotechnical Report, Bridges, Walls and Pavement Design					8	20	32	60				124
2.4.4 Final Geotechnical Report, Bridges, Walls and Pavement Design				4								
2.4.5 Prepare Boring Log Sheets and Stamp				1				2				3
SUB-TOTAL NUMBER OF SHEETS:				6	8	22	32	89				Column Total = 157
SUB-TOTAL HOURS:												Row Total = 157
SUB-TOTAL LABOR COST:		\$ -	\$ -	\$ 1,445.22	\$ 1,445.28	\$ 3,642.98	\$ 4,576.32	\$ 9,377.93	\$ -	\$ -	\$ -	\$ 20,487.73
<b>2.0 DATA COLLECTION / PREFINAL DESIGN SUMMARY</b>												
2.0 - TOTAL NUMBER OF SHEETS:				6	8	22	32	89				Column Total = 157
2.0 - TOTAL HOURS:												Row Total = 157
2.0 - % HOURS BY CLASS:				3.8%	5.1%	14.0%	20.4%	56.7%				100.0%
2.0 - % LABOR COST BY CLASS:				7.1%	7.1%	17.8%	22.3%	45.8%				100.0%
2.0 - TOTAL LABOR COST:		\$ -	\$ -	\$ 1,445.22	\$ 1,445.28	\$ 3,642.98	\$ 4,576.32	\$ 9,377.93	\$ -	\$ -	\$ -	\$ 20,487.73

Attachment D - Corsair Consulting LLC

TASK	SHEETS	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECH	ENGINEER TECH	ADMIN / CLERICAL	SUB TOTALS
RAW LABOR RATE PER HOUR		\$ 86.54	\$ 86.54	\$ 76.92	\$ 57.69	\$ 52.88	\$ 45.67	\$ 33.65	\$ 26.44	\$ 15.00	\$ 24.04	
OVERHEAD RATE	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	184.68%	
PROFIT	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
CONTRACT LABOR RATE PER HOUR		\$ 271.00	\$ 271.00	\$ 240.87	\$ 180.66	\$ 165.59	\$ 143.01	\$ 105.37	\$ 82.80	\$ 46.97	\$ 75.28	

DIRECT EXPENSES												
DIRECT EXPENSES:		UNIT	QUANTITY	UNIT COST								
MOBILIZATION / DEMOBILIZATION		LS	1	\$ 500.00								\$500.00
SUPPORT VEHICLE		PER DAY		\$ 250.00								
SOIL DRILLING & SAMPLING (COHESIVE SOILS): CONTINUOUS IN THE UPPER 10 FT AND AT 5 FT INTERVALS THEREAFTER. SPT SAMPLES IN GRANULAR SOILS.		PER FOOT	90	\$ 28.00								\$2,520.00
ROCK CORING		PER FOOT	60	\$ 42.00								\$2,520.00
TCP TESTS (AT 5 FT. INTERVALS).		EACH	20	\$ 15.00								\$300.00
BACKFILL WITH SOIL CUTTINGS / GROUTING WITH BENTONITE CHIPS.		PER FOOT	150	\$ 8.00								\$1,200.00
PER DIEM (EACH 2-PERSON DRILLING CREW).		PER DAY	3	\$ 300.00								\$900.00
MOISTURE CONTENT (ASTM D2216)		EACH	53	\$ 10.00								\$530.00
ATTERBERG LIMITS (ASTM 4318)		EACH	33	\$ 80.00								\$2,640.00
PERCENT PASSING NO. 200 SIEVE (ASTM D1140)		EACH	33	\$ 42.00								\$1,386.00
SIEVE ANALYSIS (ASTM D422)		EACH	33	\$ 95.00								\$3,135.00
UNCONFINED COMPRESSIVE - SOIL (ASTM D2166)		EACH	4	\$ 70.00								\$280.00
UNCONFINED COMPRESSIVE - ROCK (ASTM D7012)		EACH	5	\$ 75.00								\$375.00
CONSOLIDATED-UNDRAINED COMPRESSION TEST WITH PORE PRESSURE, MULTI- SAMPLE, 3 PER FAILURE ENVELOPE (INCLUDES DUW & STRESS-STRAIN CURVES) ASTM D4767		EACH	2	\$ 1,400.00								\$2,800.00
CONSOLIDATION, INCREMENTAL LOADING (ASTM 2435)		EACH		\$ 500.00								
CORROSION SUITE (SULFATES, CHLORIDES, AND PH)		EACH	12	\$ 175.00								\$2,100.00
RESILIENT MODULUS (RM), MINIMUM OF 4 TESTS		EACH		\$ 650.00								
STANDARD PROCTOR (ASTM 698)		EACH		\$ 250.00								
UTILITY LOCATES (PER BORING)		EACH		\$ 25.00								
TRAFFIC CONTROL (PER BORING)		EACH	2	\$ 2,300.00								\$4,600.00
SAMPLE STORAGE (PER MONTH)		MONTH		\$ 500.00								
<b>TOTAL DIRECT EXPENSES:</b>												<b>\$25,786.00</b>

DESIGN FEE SUMMARY		
1.0 PROJECT MANAGEMENT AND ADMINISTRATION	\$	421.56
2.0 DATA COLLECTION / PREFINAL DESIGN / FINAL DESIGN	\$	20,487.73
DIRECT EXPENSES	\$	25,786.00
<b>Attachment D - Corsair Consulting LLC - TOTAL</b>	<b>\$</b>	<b>46,695.29</b>

**Commissioners Court - Regular Session**

**48.**

**Meeting Date:** 11/07/2023

East Wilco Highway Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Nason Hengst a/k/a Nason Garret Hengst for 11.556 acres of ROW and a 1.235 acre drainage easement needed on East Wilco Highway. (Parcel 36) Funding Source: TANS P588

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 09:07 AM

Started On: 11/01/2023 04:38 PM

**REAL ESTATE CONTRACT**  
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NASON HENGST a/k/a NASON GARRET HENGST** (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 those two certain tracts of land totaling 11.556 acres (503,383 sq. ft.) of land located in the James Hickman Survey, Abstract No. 291, Williamson County, Texas; being more particularly described by metes and bounds as follows and shown on the attached Exhibit "A," attached hereto and incorporated herein **(Parcel 36 Parts 1&2)**; and

Drainage Easement interest only to that certain 1.235 acre (53,779 square feet) tract of land, more or less, being out of the James Hickman Survey, Abstract No. 291, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein **(Parcel 36DE)**;

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**

Purchase Price

2.01. The Purchase Price for the Property interests described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars (\$2,400,000.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

### Special Provisions and Additional Consideration

2.03. As additional material consideration to induce Seller to enter into this Contract, the Seller and Purchaser agree as follows:

The “Roadway Construction Project” means and refers to the construction of a portion of SE Loop/East Wilco Highway across the Property and related appurtenances and utility relocations.

The “Phase One Roadway Construction Project” means and refers to the initial phase of the Roadway Construction Project including construction of the southern frontage road and related appurtenances and utility relocations.

The “Phase Two Roadway Construction Project” means and refers to the subsequent phase of the Roadway Construction Project including construction of the northern frontage road and related appurtenances and utility relocations.

(a) If Seller, its successors or assigns constructs any driveway or street across the Property prior to the Purchaser’s construction of the Phase One Roadway Construction project, such improvements shall be located in substantial compliance with the alignment as set out in Exhibit “C” attached hereto and incorporated herein, or as otherwise approved prior to construction by Purchaser or other applicable jurisdiction with permitting authority for such drive or street. Upon subsequent construction of the Phase One Roadway Construction Project and/or Phase Two Roadway Construction Project the Purchaser shall cause any existing drive or street to be connected to the new County facility at the alignment as shown in Exhibit “C”.

(b) If Purchaser constructs the Phase One Roadway Construction Project prior to the time that Seller, its successors or assigns has constructed any site development driveway or street across the Property (excluding unpaved streets/driveways), then as part of the Phase One Roadway Construction Project Purchaser shall cause at its sole expense cause driveways to be constructed between the edge of pavement for the Phase one Roadway Construction Project and the edge of the Parcel 36 Part 1 Property right of way lines—both north and south--in substantial compliance with the alignment, design and specifications as shown on Exhibit “C”. Any driveway constructed in accordance with this section shall have a minimum width of 32 feet, or if greater, the minimum width required for public street specifications of the applicable governing jurisdiction. Any driveway or street existing at the time of construction of the Phase Two

Roadway Construction Project shall be reconnected to the northern frontage road unless otherwise agreed between Purchaser and Seller, its successors or assigns.

(c) Purchaser agrees that Seller shall be entitled to cross the Parcel 36 Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeve casing provided for herein, provided such crossings shall occur at a forty-five (45) degree angle or greater, and pursuant to approved permit or other requirements under County's subdivision and utility regulations in place at the time of application.

(d) If Seller, its successors or assigns desire to construct any wastewater collection pipeline facility across the Parcel 36 Property prior to the construction of the Phase One Roadway Construction Project, any such facility shall be located in substantial compliance with the horizontal alignment as shown on Exhibit "C" at approximately Sta. 290+10. The vertical depth of the installed wastewater facility shall be at or below the bottom of pipe elevation as shown on Exhibit "C", or otherwise if above that minimum level shall be encased according to standard County permit and subdivision requirements.

(e) If Purchaser constructs the Phase One Roadway Construction Project prior to the time Seller, its successors or assigns install a wastewater collection pipeline facility across the Parcel 36 Property, Purchaser shall include a specification in the proposed plans for a thirty-inch (30") steel casing to extend across the Parcel 36 Property in the location and alignment as shown in Exhibit "C". Such casing shall only be installed as part of the Phase One Roadway Construction Project upon the prerequisite condition that Seller, its successors or assigns provide a documented engineering wastewater facility design depth on or before the expiration of six months following County's written notice to proceed to its awarded construction contractor to begin work for the Phase One Roadway Construction Project. If no final engineering design is provided within the time period set out herein, then Seller shall be required to bore any subsequently proposed facility under the Phase One Roadway Construction Project at a depth which is approved and permitted by County in advance of installation. In the event utility work on the remainder property commences prior to construction of said sleeve casing by the County as part of the Phase One Roadway Construction Project, Seller shall be entitled to install said sleeve casing at its own expense across the Property as described herein.

(f) Purchaser confirms that the County will allow Grantor to direct the outflow of any properly designed retention/detention pond or basin on the northern remainder under Parcel 36 at or near its eastern margin, and into Parcel 36DE, provided that Seller obtains all necessary governmental approvals for such retention/detention pond or basin.

(g) Each of the foregoing agreements stated in in this Section are additional forms of consideration for the conveyance of the Property to Purchaser under the threat of eminent domain. The provisions of this Paragraph shall survive any conveyance of the Property to the County, and not be merged therein.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before November 30, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", all free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

### Prorations

5.04. General real estate taxes for the then current year relating to the 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 by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted 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 Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction. Seller shall retain any joint rights of possession as otherwise identified or described in Section 2.03 above.

**SELLER:**

*Nason Hengst AKA Nason Garret Hengst*

Nason Hengst a/k/a Nason Garret Hengst

Address: 1303 Creekstone Dr,  
Cedar Park, Tx 78613

Date: 10/26/2023

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT "A"

County: Williamson  
Parcel No.: 36  
Tax ID: R020606  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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October 28, 2022

**PROPERTY DESCRIPTION FOR PARCEL 36, PARTS 1 & 2**

**Part 1 – 11.513 AC. (501,506 sq. ft.)**

DESCRIPTION OF A 11.513 ACRE (501,506 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.766 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NASON HENGST, RECORDED MAY 26, 2022 IN DOCUMENT NO. 2022064962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 11.513 ACRE (501,506 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the east line of the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, and recorded in Document No. 2010007498, O.P.R.W.C.TX., for the northwest corner of said 85.766 acre tract, same being the southwest corner of a called 25.000 acre tract of land described in a deed to Arnold Thomas Schnell and Patricia N. Schnell, recorded in Document No. 2016052268, O.P.R.W.C.TX.;

**THENCE** S 07°59'09" W, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 3,147.54 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,650.18, E=3,181,535.97) set 233.50 feet left of Southeast Loop E.C.S 288+53.06, on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

**THENCE** departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the said proposed north right-of-way line of Southeast Loop, over and across said 85.766 acre tract, the following six (6) courses and distances numbered 1 – 6:

- 1) N 76°28'25" E, a distance of 405.81 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 292+58.87, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 231.67 feet, through a delta of 01°24'20", having a radius of 9,443.50 feet, and a chord which bears N 77°10'35" E, a distance of 231.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.66 feet left of Southeast Loop E.C.S. 294+90.52,
- 3) N 79°29'14" E, a distance of 200.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.66 feet left of Southeast Loop E.C.S. 294+90.52, said point being the beginning of a curve to the right,
- 4) With said curve to the right, an arc distance of 84.51 feet, through a central angle of 00°30'46", having a radius of 9,440.00 feet, and a chord which bears N 79°21'12" E, a distance of 84.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 215.86 feet left of Southeast Loop E.C.S. 297+75.34,

EXHIBIT "A"

County: Williamson  
Parcel No.: 36  
Tax ID: R020606  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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October 28, 2022

- 5) N 08°17'04" E, a distance of 147.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 352.95 feet left of Southeast Loop E.C.S. 298+30.21, and
- 6) N 80°09'02" E, a distance of 65.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 348.73 feet left of Southeast Loop E.C.S. 298+95.78 on the east line of said 85.766 acre tract, same being the west line of Lot 11 of Brushy Point Estates, a subdivision of record in Cabinet O, Slides 73 – 74, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to Stephen T. Walker, and unmarried man, and Candice M. Visser, an unmarried woman, and recorded in Document No. 2012013803, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

7) **THENCE** S 07°53'30" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said Lot 11 and said 85.766 acre tract, a distance of 871.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 462.56 feet right of Southeast Loop E.C.S. 295+77.54 on the proposed south right-of-way line of Southeast Loop, for the southeast corner of the parcel described herein, same being the southwest corner of Lot 8, Brushy Point Estates, described in a deed to Donald G. Lee and Katherine S. Lee, and recorded in Document No. 2000027086, O.P.R.W.C.TX, same being the northwest corner of Lot 7, Brushy Point Estates, described in a deed to Andria K. Copeland and Brandon N. Copeland, and recorded in Document No. 2018092034, O.P.R.W.C.TX.;

**THENCE** departing the east line of said 85.766 acre tract, with the proposed south right-of-way line of Southeast Loop, over and across said 85.766 acre tract, the following four (4) courses and distances numbered 8 – 11:

- 8) N 82°15'58" W, a distance of 142.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 411.06 feet right of Southeast Loop E.C.S. 294+45.18,
- 9) N 07°55'32" E, a distance of 194.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.99 feet right of Southeast Loop E.C.S. 295+16.33, for the beginning of a curve to the right,
- 10) with said curve to the right, an arc distance of 257.49 feet, through a central angle of 01°33'44", having a radius of 9,443.50 feet, and a chord which bears S 75°41'33" W, a distance of 257.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 292+58.87, and
- 11) S 76°28'25" W, a distance of 589.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 286+68.99, on the east line of said remainder of a called 143.5 acre tract and the west line of said 85.766 acre tract, for the southwest corner of the parcel described herein;

12) **THENCE** N 07°59'09" E, departing the proposed south right-of-way line of Southeast Loop, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 501.97 feet to the **POINT OF BEGINNING**, and containing 11.513 acres (501,506 sq. ft.) of land, more or less.

EXHIBIT "A"

County: Williamson  
Parcel No.: 36  
Tax ID: R020606  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

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October 28, 2022

**Part 2 – 0.043 AC. (1,877 sq. ft.)**

DESCRIPTION OF A 0.043 ACRE (1,877 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.766 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NASON HENGST, RECORDED MAY 26, 2022 IN DOCUMENT NO. 2022064962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.043 ACRE (1,877 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the east line of the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, and recorded in Document Number 2010007498, O.P.R.W.C.TX., for the northwest corner of said 85.766 acre tract, same being the southwest corner of a called 25.000 acre tract of land described in a deed to Arnold Thomas Schnell and Patricia N. Schnell, and recorded in Document Number 2016052268, O.P.R.W.C.TX.;

**THENCE** S 07°59'09" W, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 3,787.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,016.67, E=3,181,922.89) set 361.65 feet right of Southeast Loop E.C.S 286+18.48 on the proposed south right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **THENCE** departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the proposed south right-of-way line of Southeast Loop and said curve to the right, over and across said 85.766 acre tract, an arc distance of 202.80 feet, through a central angle of 01°47'00", having a radius of 6,516.00 feet, and a chord which bears S 60°16'13" E, a distance of 202.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 500.61 feet right of Southeast Loop E.C.S. 287+66.18 on the existing north right-of-way line of F.M. 1660, a variable width right-of-way, as described in a deed, recorded in Volume 384, Page 610, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July, 1952, for the east corner of the parcel described herein;

**THENCE** departing the proposed south right-of-way line of Southeast Loop, with the existing north right-of-way line of said F.M. 1660, the following two (2) courses and distances numbered 2 – 3:

- 2) N 76°27'34" W, a distance of 14.08 feet to a calculated point, for the most southerly southwest corner of the parcel described herein, and
- 3) N 63°36'21" W, a distance of 183.75 feet to a calculated point, for the southeast corner of said remainder of a called 143.5 acre tract, the southwest corner of said 85.766 acre tract and the most southerly southwest corner of the parcel described herein, from which a damaged TXDOT Type I concrete monument found bears S 59°21'29" E, a distance of 15.32 feet;



ENGINEER'S CENTERLINE  
 CURVE DATA  
 P1 Stg 277+01.59  
 N = 10,162,147.81  
 E = 3,180,446.01  
 A = 24°56'35" (RT)  
 D = 01°39'33"  
 L = 1,599.87'  
 T = 812.81'  
 R = 3,679.00'  
 PC Stg 268+88.78  
 PT Stg 284+88.65

LPL INVESTMENTS, LP  
 REMAINDER OF A  
 CALLED 143.5 AC.  
 DOC. NO. 2010007498  
 O.P.R.W.C.TX.

EXHIBIT "A"

ARNOLD THOMAS SCHNELL  
 AND PATRICIA N. SCHNELL  
 CALLED 25.000 AC.  
 DOC. NO. 2016052268  
 O.P.R.W.C.TX.

STEPHEN T. WALKER,  
 AN UNMARRIED MAN, AND  
 CANDICE M. VISSER,  
 AN UNMARRIED WOMAN  
 DOC. NO. 2012013803  
 O.P.R.W.C.TX.

JOSHUA LOVELESS  
 AND DEEDEE LOVELESS  
 DOC. NO. 2018064908  
 O.P.R.W.C.TX.

LOT 10  
 BRUSHY POINT ESTATES  
 CAB. O. SLIDES 73-74  
 P.R.W.C.TX.

YURY TIER AND MARCELO TIER  
 DOC. NO. 2016122635  
 O.P.R.W.C.TX.

LOT 9  
 BRUSHY POINT ESTATES  
 CAB. O. SLIDE 73  
 P.R.W.C.TX.

DONALD G. LEE AND  
 KATHERINE S. LEE  
 CALLED 5.000 AC.  
 DOC. NO. 2000027086  
 O.P.R.W.C.TX.

LOT 8  
 BRUSHY POINT ESTATES  
 CAB. O. SLIDES 73  
 P.R.W.C.TX.

LOT 7  
 BRUSHY POINT ESTATES  
 CALLED 5.000 ACRES  
 CAB. O. SLIDE 73  
 P.R.W.C.TX.

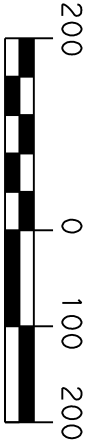
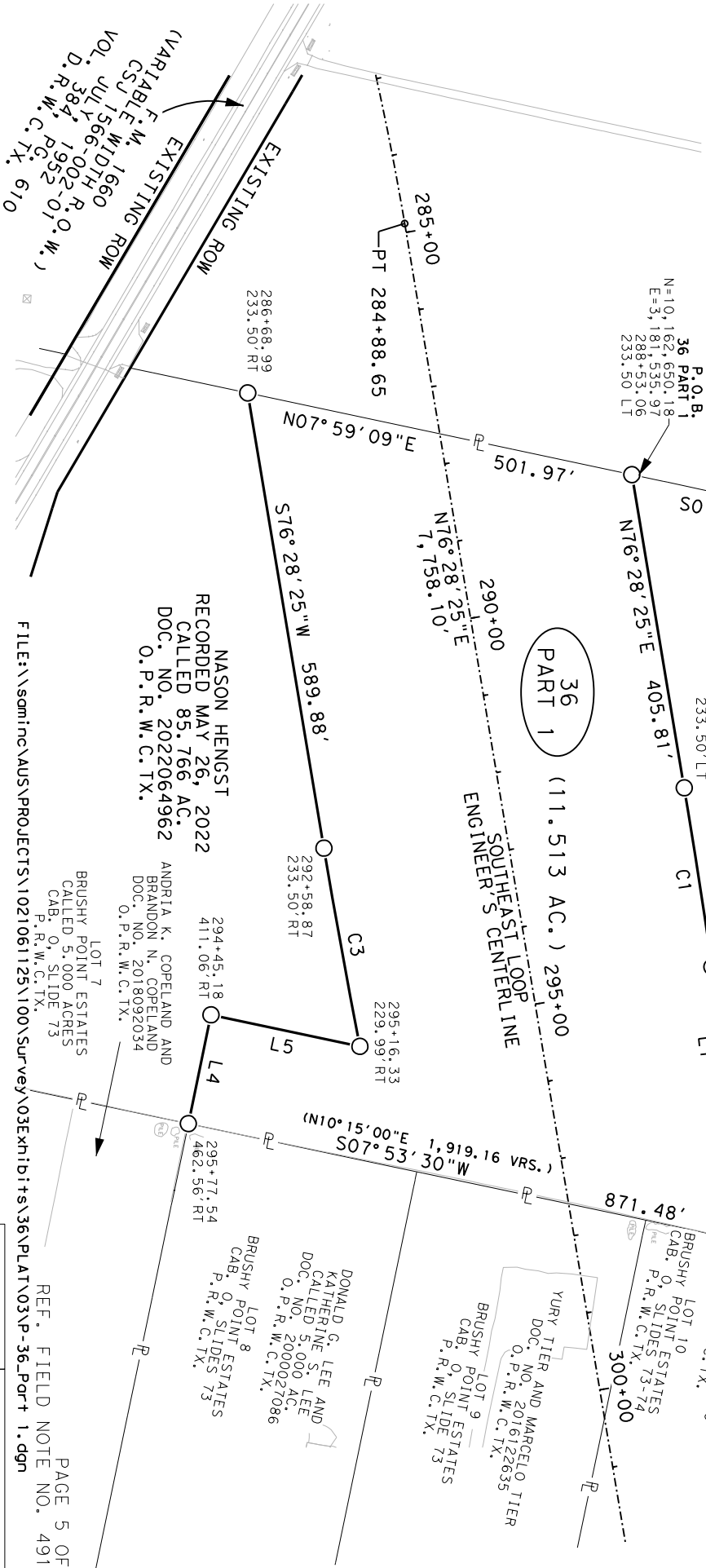
ANDRIA K. COPELAND AND  
 BRANDON N. COPELAND  
 DOC. NO. 2018092034  
 O.P.R.W.C.TX.

NASON HENGST  
 RECORDED MAY 26, 2022  
 CALLED 85.766 AC.  
 DOC. NO. 2022064962  
 O.P.R.W.C.TX.

36 PART 1  
 (11.513 AC.)

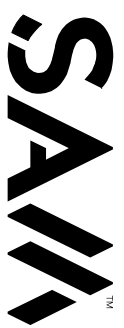
SOUTHEAST LOOP  
 ENGINEER'S CENTERLINE

JAMES HICKMAN SURVEY  
 291



EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
				REMAINING	11.271 AC. RIGHT

PAGE 5 OF 9  
 REF. FIELD NOTE NO. 49120



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 FAX: (512) 326-3029  
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 NASON HENGST  
 TAX ID: R020606  
 PARCEL 36, PARTS 1 & 2  
 11.556 AC. (503, 383 SQ. FT.)

EXHIBIT "A"

P.O.C.  
300+07.27  
3,161.78' LT

N76°28'25"E  
7,758.10'

290+00

SOUTHEAST LOOP  
ENGINEER'S CENTERLINE

ENGINEER'S CENTERLINE  
CURVE DATA

PT StD	277+01.59
N	10,162,147.81
E	3,180,446.01
Δ	24°56'35" (RT)
D	01°33'33"
L	1,599.87'
T	812.81'
R	3,675.00'
PC StD	268+88.78
PT StD	284+88.65

LPL INVESTMENTS, LP  
REMAINDER OF A  
CALLED 143.5 AC.  
DOC. NO. 2010007498  
O.P.R.W.C., TX.

NASON HENGST  
RECORDED MAY 26, 2022  
CALLED 85.766 AC.  
DOC. NO. 2022064962  
O.P.R.W.C., TX.

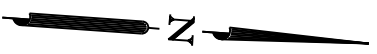
ARNOLD THOMAS SCHNELL  
AND PATRICIA N. SCHNELL  
CALLED 25,000 AC.  
DOC. NO. 2016052268  
O.P.R.W.C., TX.

S07°59'09"W 3,787.25'  
(N07°56'17"E 3,804.87')

36  
PART 2

JAMES HICKMAN SURVEY  
ABSTRACT NO. 229

(VARIABLE F.M. 1660  
CSJ 1566-002 R.O.W.)  
VOL. JULY 1932 O.P.W.  
D. 384, 1932 O.P.W.  
D.R.W.C., TX. 610



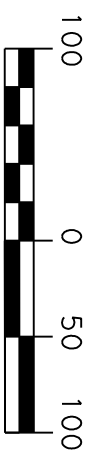
FILE: \\samin\CAUS\PROJECTS\1021061125\100\Survey\03EXhib1d\36\PLAT\03P-36\_Par1 2.dgn

PAGE 6 OF 9  
REF. FIELD NOTE NO. 49120

EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
				REMAINING	11.271 AC. RIGHT

4801 Southwest Parkway  
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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
NASON HENGST  
TAX ID: R020606  
PARCEL 36, PARTS 1 & 2  
11.556 AC. (503, 383 SQ. FT.)

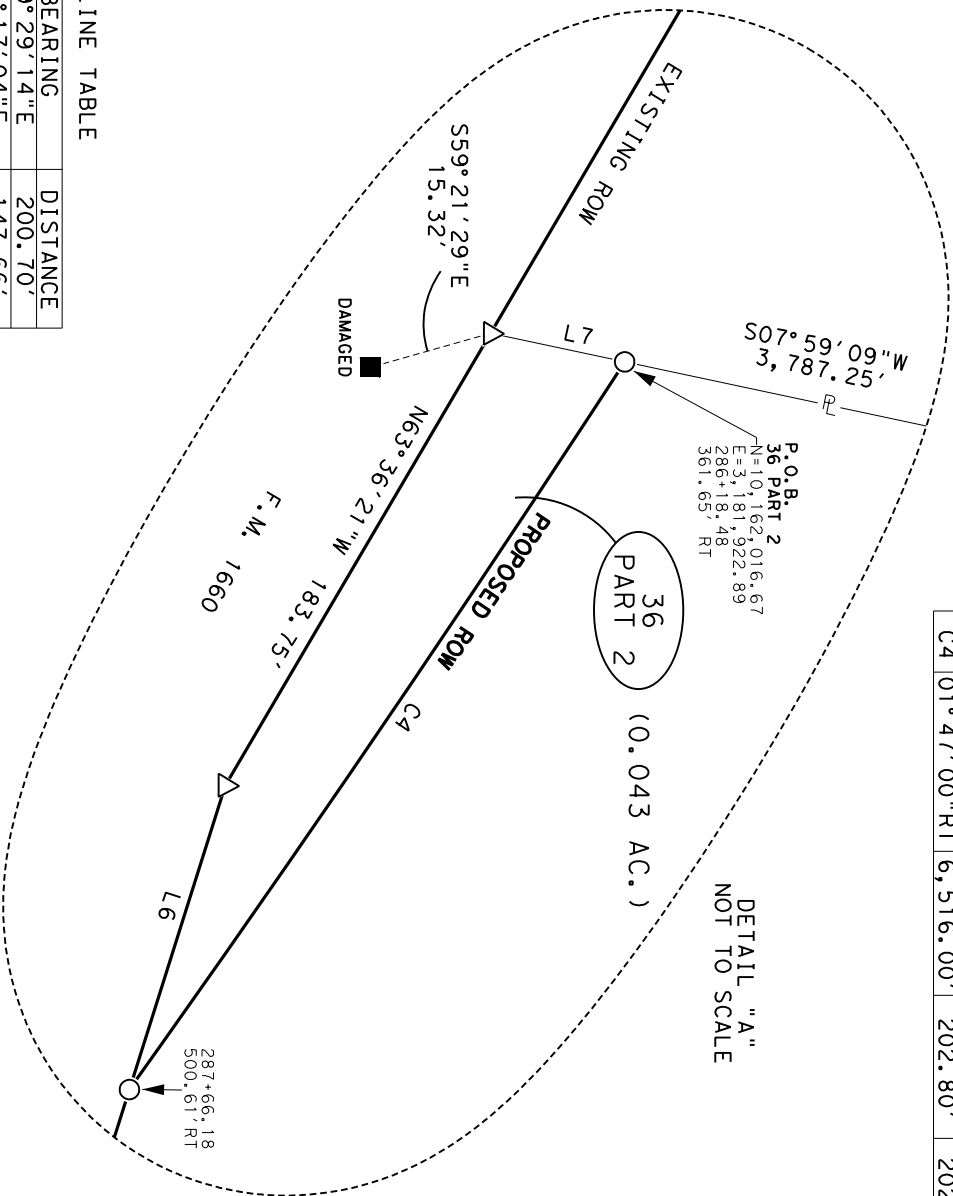


GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°24'20"RT	9,443.50'	231.67'	231.66'	N77°10'35"E
C2	00°30'46"RT	9,440.00'	84.51'	84.51'	N79°21'12"E
C3	01°33'44"RT	9,443.50'	257.49'	257.48'	S75°41'33"W
C4	01°47'00"RT	6,516.00'	202.80'	202.79'	S60°16'13"E



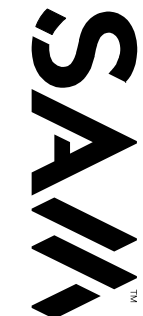
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N79°29'14"E	200.70'
L2	N08°17'04"E	147.66'
L3	N80°09'02"E	65.71'
L4	N82°15'58"W	142.03'
L5	N07°55'32"E	194.55'
L6	N76°27'34"W	14.08'
L7	N07°59'09"E	15.74'

EXISTING	ACQUIRE	REMAINING
85.766 AC.	11.556 AC.	62.939 AC. LEFT
		11.271 AC. RIGHT

FILE: \\sami\nc\AUS\PROJECTS\1021061125\100\Survey\03EXHIBITS\36\PLAT\03P-36\_Par+ 2.dgn

PAGE 7 OF 9  
REF. FIELD NOTE NO. 49120



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
NASON HENGST  
TAX ID: R020606  
PARCEL 36, PARTS 1 & 2  
11.556 AC. (503, 383 SQ. FT.)

SCHEDULE B:

- THIS SURVEY HEREOF WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159141, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 27, 2022.
10. THE FOLLOWING MATTERS, AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS, (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
  2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 377, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
  3. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 405 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
  4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXXATION DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019043508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
  5. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1082, PAGE 396, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)
  6. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1132, PAGE 157, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)
  7. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1469, PAGE 712, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)
  8. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1665, PAGE 296, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)
  9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREFROM, AS DESCRIBED IN AN INSTRUMENT RECORDED IN DOCUMENT NO. 2022064962 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)
- TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).
10. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
  11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

12. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
14. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.
15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\samin\c\AUS\PROJECTS\1021061125\100\Survey\03E\h\bits\36\PLAT\03-P-36\_Par+ 1.dgn

EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC. LEFT
				REMAINING	11.271 AC. RIGHT

PAGE 8 OF 9  
REF. FIELD NOTE NO. 49120



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FAX: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
NASON HENGST  
TAX ID: R020606  
PARCEL 36, PARTS 1 & 2  
11.556 AC. (503, 383 SQ. FT.)

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- BOD NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊕ SPINDLE FOUND
- ⊕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- ( ) RECORD INFORMATION
- ( ) POINT OF BEGINNING
- P.O.B. POINT OF COMMENCING
- P.O.C. POINT OF REFERENCE
- P.O.R. NOT TO SCALE
- N.T.S. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY OF NO. T-159141 EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 21, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. \* ACREAGE CALCULATED BY SAM, LLC.

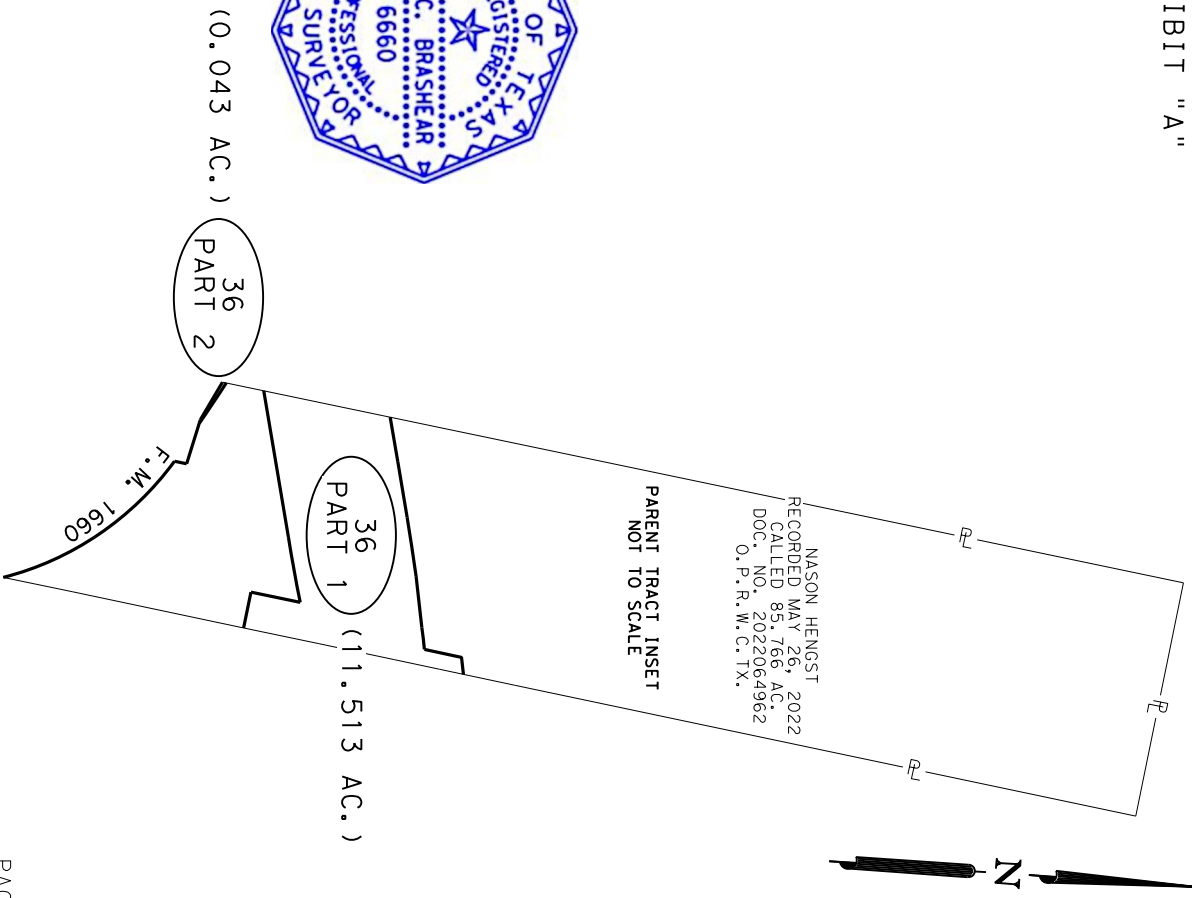
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Scott C. Brashnar*

10/28/2022

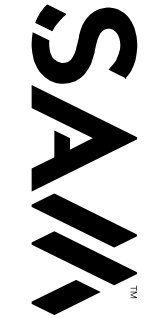
SCOTT C. BRASHNAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE



EXISTING	85.766 AC.	ACQUIRE	11.556 AC.	REMAINING	62.939 AC.	LEFT
				REMAINING	11.271 AC.	RIGHT

PAGE 9 OF 9  
REF. FIELD NOTE NO. 49120  
FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\36\PLAT\03P-36\_Part 1.dgn



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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
NASON HENGST  
TAX ID: R020606  
PARCEL 36, PARTS 1 & 2  
11.556 AC. (503, 383 SQ. FT.)

EXHIBIT "B"

County: Williamson  
Parcel No.: DE-36  
Tax ID: R020606  
Highway: Southeast Loop  
Limits: From: C.R. 137  
To: C.R. 404

Page 1 of 6  
October 28, 2022

**PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 36**

DESCRIPTION OF A 1.235 ACRE (53,779 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.766 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO NASON HENGST, RECORDED MAY 26, 2022 IN DOCUMENT NO. 2022064962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.235 ACRE (53,779 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the west line of a remainder of a called 143.5 acre tract of land, described in a deed to LPL Investments, LP, recorded in Document No. 2010007498, O.P.R.W.C.TX., for the northwest corner of said 85.766 acre tract, same being the southwest corner of a called 25.000 acre tract of land described, in a deed to Arnold Thomas Schnell and Patricia N. Schnell, recorded in Document No. 2016052268, O.P.R.W.C.TX.;

**THENCE** S 82°28'37" E, with the common line of said 25.000 acre tract and said 85.766 acre tract, a distance of 923.49 feet to a calculated point on the west line of Brushy Point Estates, recorded in Cabinet O, Slides 73-74, Plat Records Williamson County, Texas (P.R.W.C.TX.), for the northeast corner of said 85.766 acre tract;

**THENCE** S 07°53'30" W, departing the common line of said 25.000 acre tract and said 85.766 acre tract, with the common line of said 85.766 acre tract and said Brushy Point Estates Subdivision, a distance of 3,536.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,142.88, E=3,182,403.16) set 462.56 feet right of Southeast Loop E.C.S 295+77.54, for the southwest corner of Lot 8 of said Brushy Point Estates Subdivision, described as a called 5.000 acre tract in a deed to Donald G. Lee and Katherine S. Lee, recorded in Document No. 2000027086, O.P.R.W.C.TX., same being the northwest corner of Lot 7 of said Brushy Point Estates Subdivision, described as a called 5.000 acre tract in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., and the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

**THENCE**, continuing with the common line of said 85.766 acre tract and said Brushy Point Estates Subdivision, the following two (2) courses and distances numbered 1-2:

- 1) S 07°53'30" W, a distance of 677.91 feet to a calculated point 1,093.65 feet right of Southeast Loop E.C.S. 293+29.99, and
- 2) S 07°40'35" W, passing at a distance of 200.89 feet a calculated point, and continuing for a total distance of 274.64 feet to a calculated point 1,349.70 feet right of Southeast Loop E.C.S. 292+30.66 on the existing north right-of-way line of Farm to Market (F.M.) 1660, a variable width right-of-way, as described in a deed to the State of Texas, recorded in Volume 386, Page 407, Deed Records of Williamson County, Texas, (D.R.W.C.TX.) and as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the southwest corner of Lot 2, of said Brushy Point Estates, described in a deed to Lindell Fair (1/2 interest), recorded in Document No. 9712600, Real Property Records of Williamson County, (R.P.R.W.TX.) and Pat J. Fair (1/2 interest), recorded in Document No. 2007045543, O.P.R.W.C.TX., same being the southeast corner of said 85.766 acre tract and the easement described herein, said point being the beginning of a curve to the left;

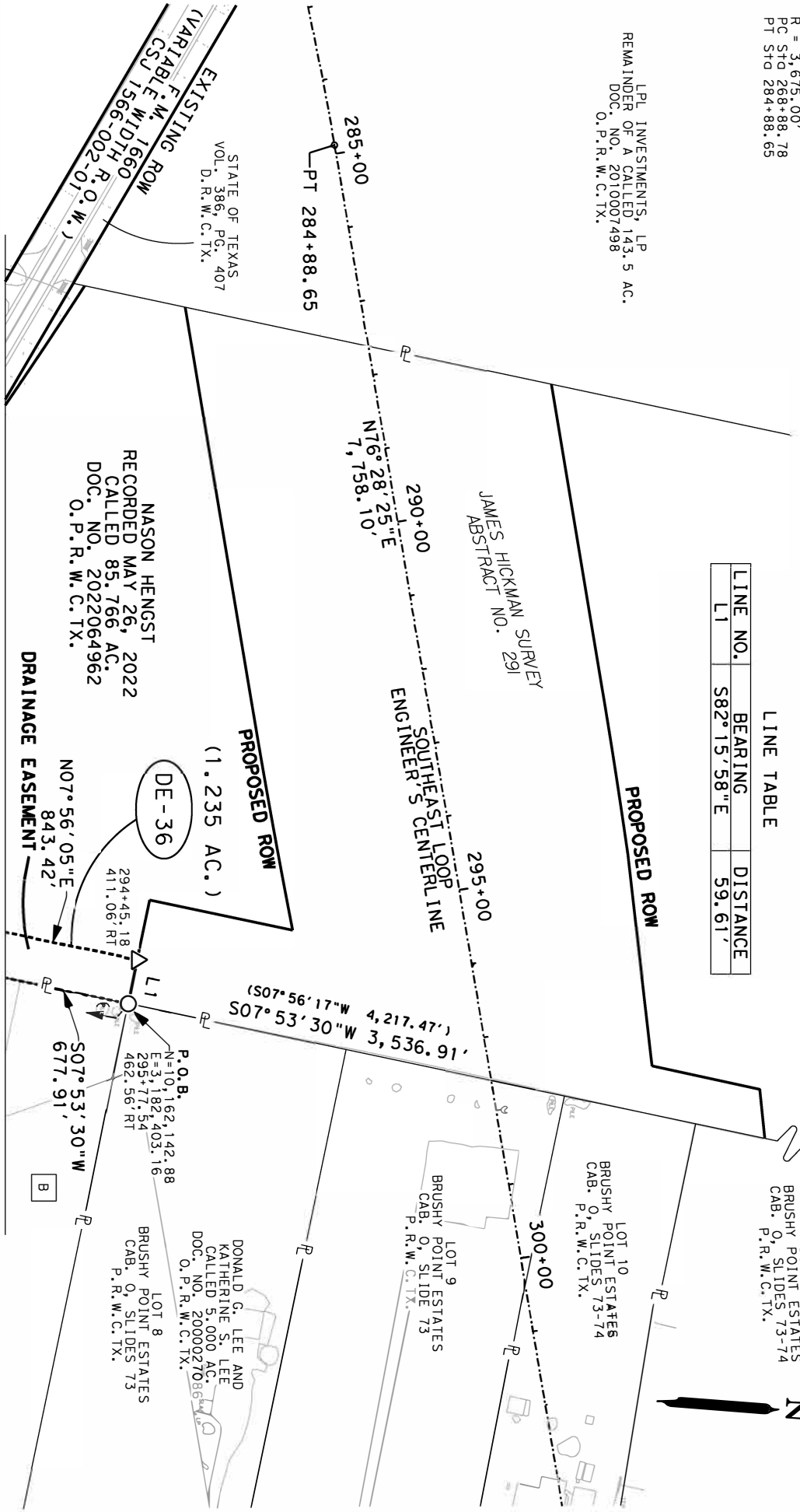
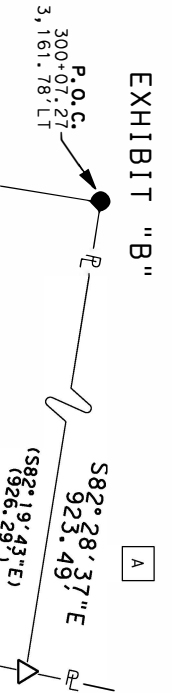


ENGINEER'S CENTERLINE  
 CURVE DATA  
 P1 StD 277+01.59  
 N = 10,162,147.81  
 E = 3,180,446.01  
 Δ = 24°56'35" (RT)  
 D = 01°33'33"  
 L = 1,599.87'  
 T = 812.81'  
 R = 3,675.00'  
 PC StD 268+88.78  
 PT StD 284+88.65

LPL INVESTMENTS, LP  
 REMAINDER OF A CALLED 143.5 AC.  
 DOC. NO. 2010007498  
 O.P.R. W.C. TX.

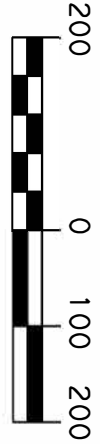
LINE NO.	BEARING	DISTANCE
L1	S82°15'58"E	59.61'

LINE TABLE

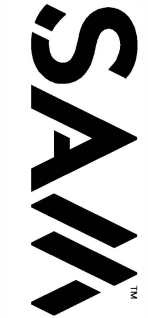


MATCH LINE 4 OF 6

FILE: \\saminc\AUS\PROJECTS\1021061125\100\SURVEY\03EXH\101\36\_DE\PLAT\01\36-DE.dgn  
 EXISTING 85.766 AC. ACQUIRE 0.000 AC. REMAINING 85.766 AC. RIGHT



GRAPHIC SCALE  
 SCALE: 1" = 200'  
 WILLIAMSON COUNTY, TEXAS



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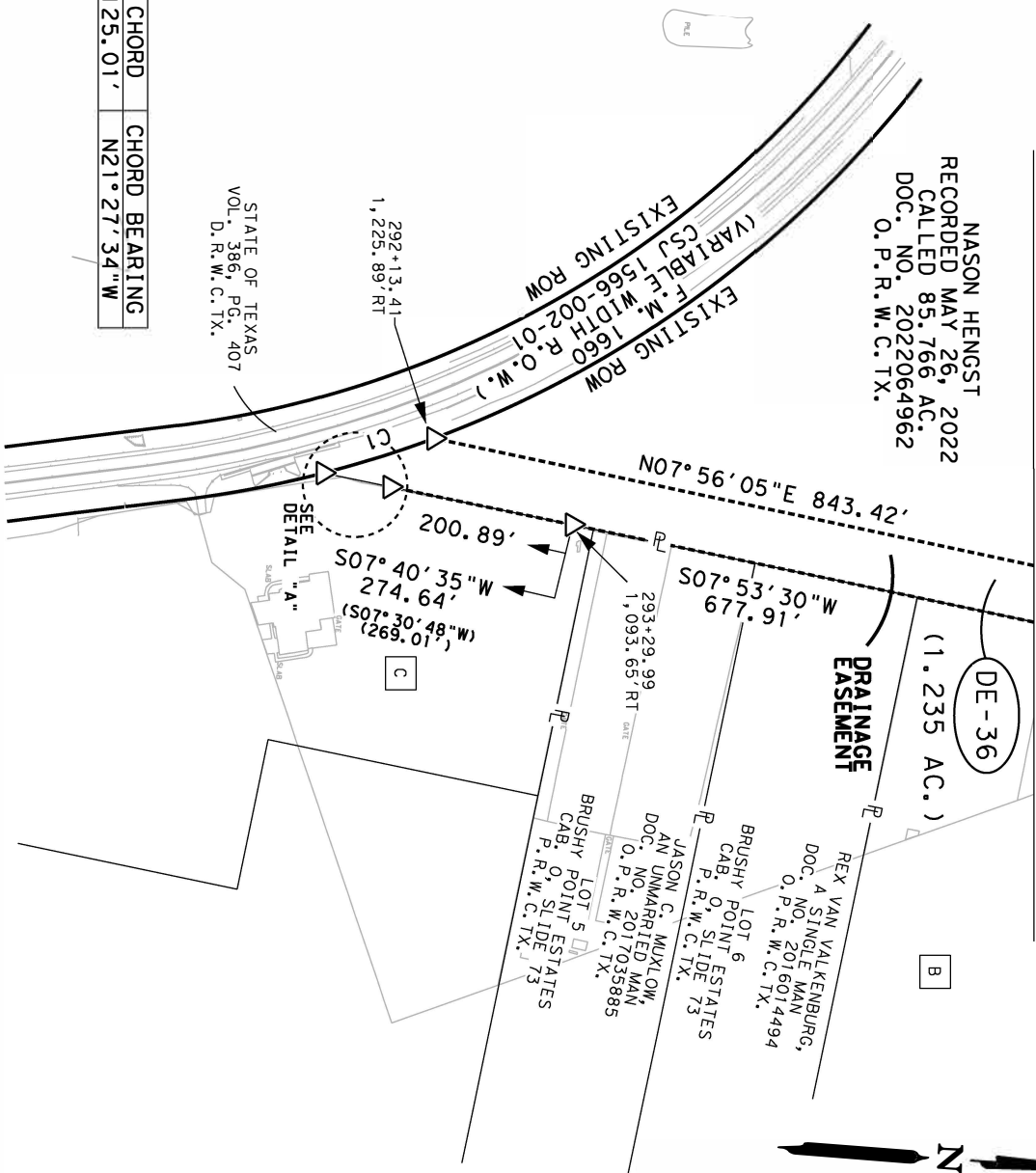
DRAINAGE EASEMENT SKETCH  
 SHOWING PROPERTY OF  
 NASON HENGST  
 TAX ID: R020606  
 DE-36  
 1.235 AC. (53,779 SQ. FT.)

EXHIBIT "B"

MATCH LINE 3 OF 6

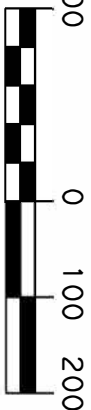
NASON HENGST  
 RECORDED MAY 26, 2022  
 CALLED 85,766 AC.  
 DOC. NO. 2022064962  
 O. P. R. W. C. TX.

JAMES HICKMAN SURVEY  
 ABSTRACT NO. 291



CURVE TABLE

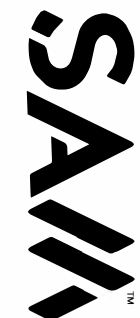
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 02' 19" LT	1,185.64'	125.07'	125.01'	N21° 27' 34" W



GRAPHIC SCALE  
 SCALE: 1" = 200'  
 WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1021061125\100\SURVEY\03EXHIBIT\36\_DE\PLAT\01\VP-36-DE-2.dgn  
 EXISTING 85,766 AC. ACQUIRE 0.000 AC. REMAINING 85,766 AC. RIGHT

PAGE 4 OF 6  
 REF. FIELD NOTE NO. 49120



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DRAINAGE EASEMENT SKETCH  
 SHOWING PROPERTY OF  
 NASON HENGST  
 TAX ID: R020606  
 DE-36  
 1.235 AC. (53,779 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREOF WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159141, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 27, 2022.

10. THE FOLLOWING MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 377, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 405 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXXATION DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019043508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

5. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1082, PAGE 396, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)

6. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1132, PAGE 157, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)

7. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1469, PAGE 712, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)

8. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO: WILLIAMSON COUNTY, TEXAS. RECORDED: VOLUME 1665, PAGE 296, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (NOT A SURVEY MATTER)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREFROM, AS DESCRIBED IN AN INSTRUMENT RECORDED IN DOCUMENT NO. 2022064962 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

10. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

12. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

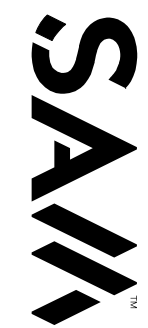
13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

14. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\samin\inc\AUS\PROJECTS\1021061125\100\Survey\03E\h1d1+s\36\_DE\PLAT\01\VP-36-DE.2.dgn REF. FIELD NOTE NO. 49120

EXISTING 85.766 AC. ACQUIRE 0.000 AC. REMAINING 85.766 AC. RIGHT



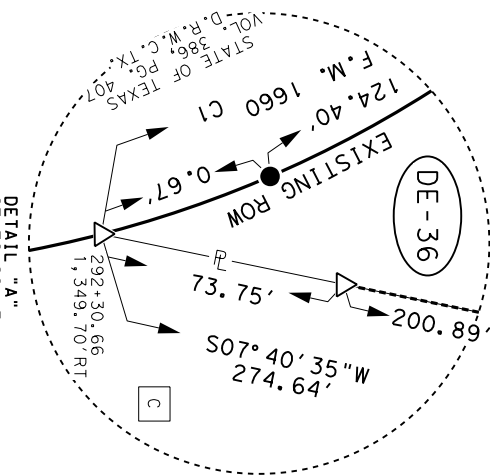
4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
FAX: (512) 326-3029  
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH  
SHOWING PROPERTY OF  
NASON HENGST  
TAX ID: R020606  
DE-36  
1.235 AC. (53, 779 SQ. FT.)

LEGEND

EXHIBIT "A"  
B

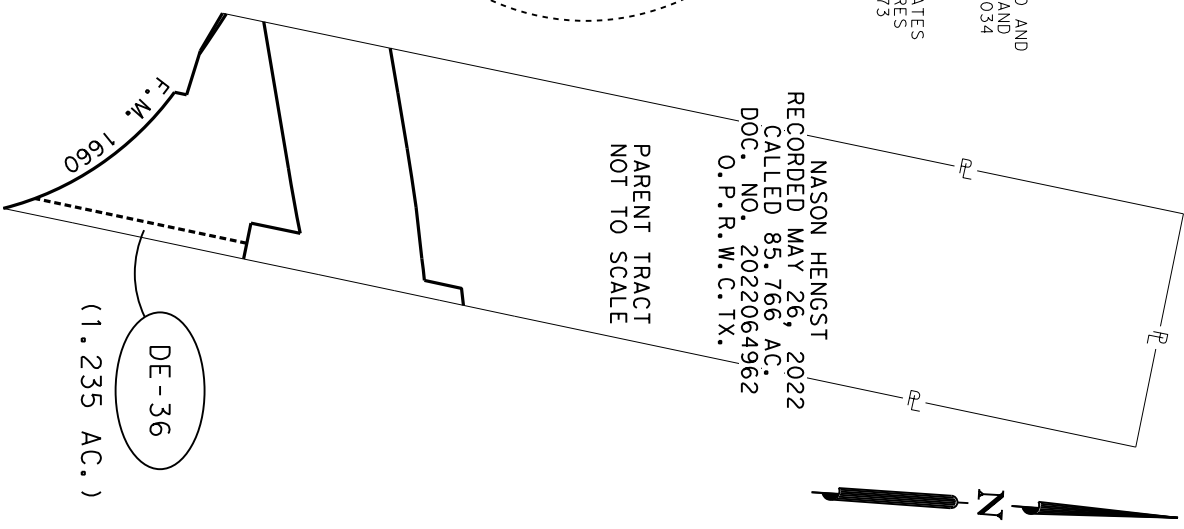
- 5/8" IRON ROD SET WITH ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 80D NAIL FOUND
- MAGNAIL FOUND
- SPINDLE FOUND
- RAILROAD TIE
- CALCULATED POINT
- ◻ PROPERTY LINE
- ( ) RECORD INFORMATION
- ( ) POINT OF BEGINNING
- ( ) POINT OF COMMENCING
- ( ) POINT OF REFERENCE
- ( ) NOT TO SCALE
- ( ) DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ( ) OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- ( ) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ( ) DISTANCE NOT TO SCALE
- ( ) DEED LINE (COMMON OWNERSHIP)



ARNOUD THOMAS SCHNELL AND PATRICIA N. SCHNELL  
CALLED 23,000 ACRES  
DOC. NO. 2016052268  
O.P.R.W.C.TX.

ANDRIA K. COPELAND AND BRANDON N. COPELAND  
CALLED 5.000 ACRES  
DOC. NO. 2018092034  
O.P.R.W.C.TX.

LOT 7  
BRUSHY POINT ESTATES  
CALLED 5.000 ACRES  
DOC. NO. SLIDE 75  
O.P.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159141, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 19, 2022, AND ISSUED DATE MAY 27, 2022.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM "JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021."
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. \* ACREAGE CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Scott C. Brashear*

10/28/2022

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

EXISTING 85.766 AC. ACQUIRE 0.000 AC. REMAINING 85.766 AC. RIGHT

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\36\_DE\PLAT\01\p-36-DE-2.dgn

PAGE 6 OF 6  
REF. FIELD NOTE NO. 49120

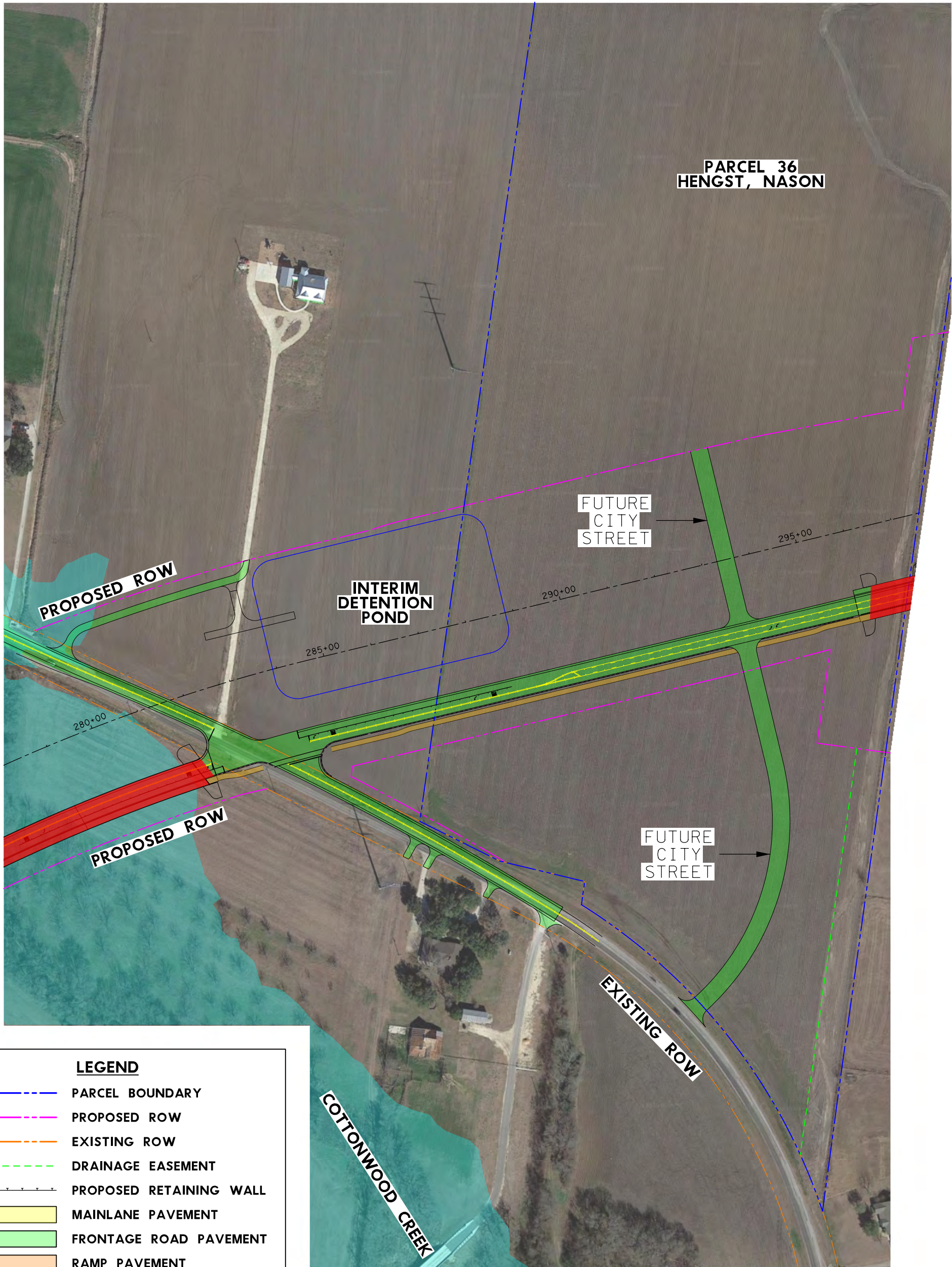
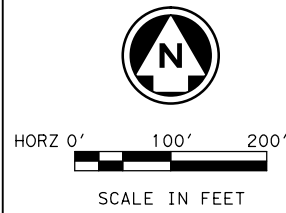


4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78755  
(512) 447-0575  
FAX: (512) 326-3029  
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH  
SHOWING PROPERTY OF  
NASON HENGST  
TAX ID: R020606  
DE-36  
1.235 AC. (53,779 SQ. FT.)

**PRELIMINARY**  
SUBJECT TO CHANGE

EXHIBIT "C" (Page 1 of 2)



FILENAME: pw:\jmt-pw-bentley.com\jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Miscellaneous\Parcel Exhibits\Parcel 36\SELOOP\*PH2\*PARCEL36\*INT\*FINAL  
 DRAWING DATE: 9/15/2023

LEGEND	
	PARCEL BOUNDARY
	PROPOSED ROW
	EXISTING ROW
	DRAINAGE EASEMENT
	PROPOSED RETAINING WALL
	MAINLANE PAVEMENT
	FRONTAGE ROAD PAVEMENT
	RAMP PAVEMENT
	BRIDGE
	SHARED USE PATH
	100-YR FLOODPLAIN

**PRELIMINARY**  
SUBJECT TO CHANGE

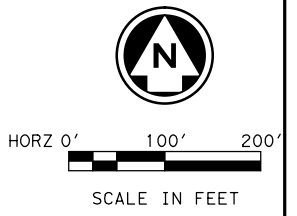


**SOUTHEAST LOOP ROUTE  
HENGST, NASON  
R020606**

**PRELIMINARY**  
FOR REVIEW ONLY  
NOT FOR CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES  
**JMT**  
TBPE FIRM REG. NO. F-16341  
ENGINEER: RYAN G. FRIESENHAHN  
P.E. NO.: 127743 DATE: 9/15/2023

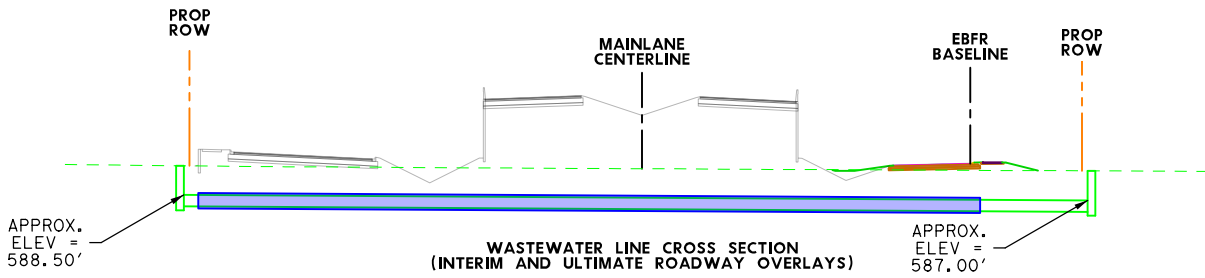
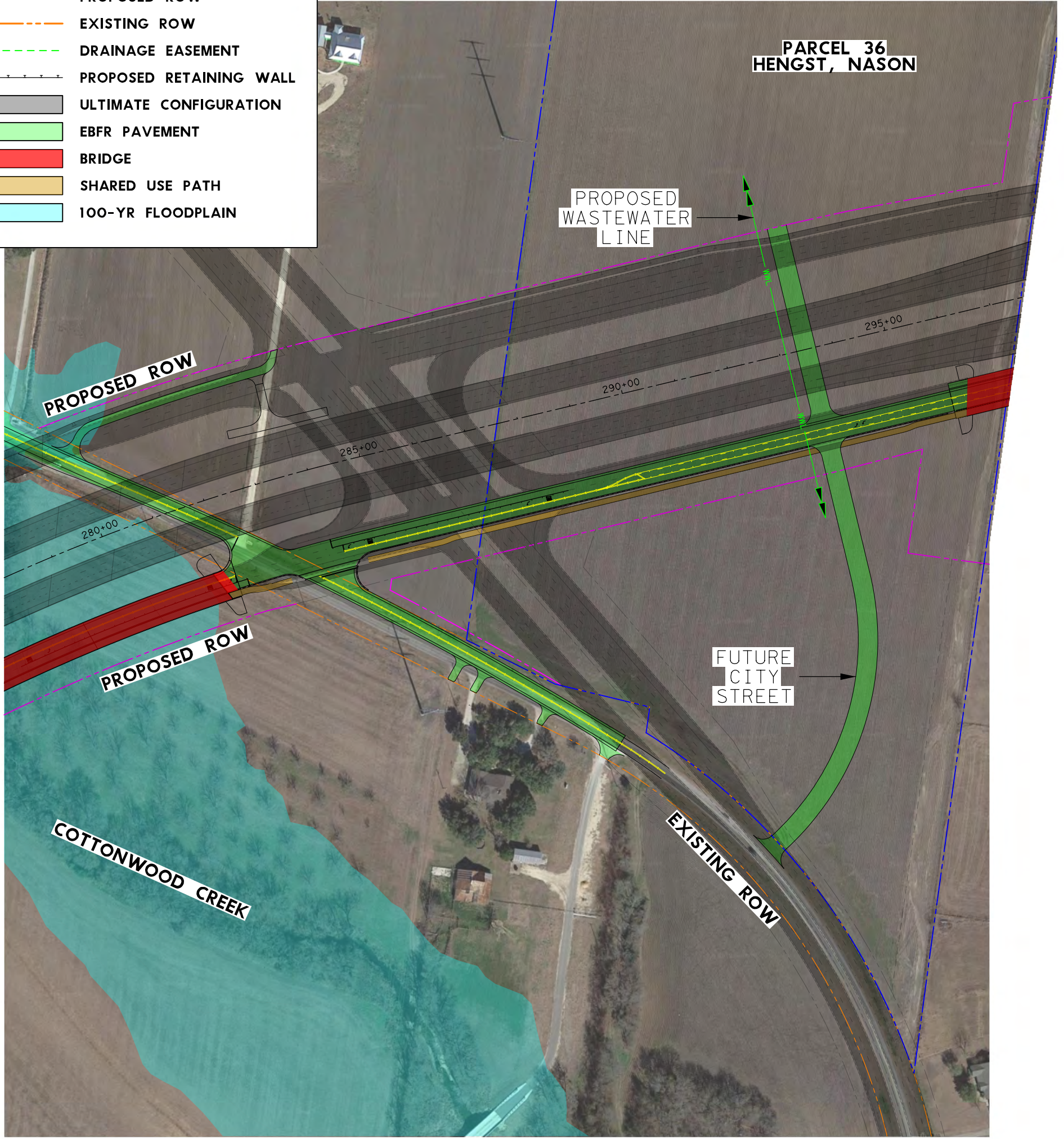
**PRELIMINARY**  
SUBJECT TO CHANGE

EXHIBIT "C" (Page 2 of 2)



**LEGEND**

- PARCEL BOUNDARY
- PROPOSED ROW
- EXISTING ROW
- DRAINAGE EASEMENT
- PROPOSED RETAINING WALL
- ULTIMATE CONFIGURATION
- EBFR PAVEMENT
- BRIDGE
- SHARED USE PATH
- 100-YR FLOODPLAIN



- NOTES:
1. MINIMUM COVER FROM TOP OF CASING TO LOWEST POINT OF CROSSED GRADE MUST BE 3' FOR GRAVITY FLOW LINES OR 5' FOR PRESSURE FLOW LINES.
  2. APPROX. MAXIMUM DEPTH OF EXCAVATION AT THE CROSSING LOCATION IN THE INTERIM ROADWAY CONFIGURATION IS 1'.
  3. APPROX. MAXIMUM DEPTH OF EXCAVATION AT THE CROSSING LOCATION IN THE ULTIMATE ROADWAY CONFIGURATION IS 4'.
  4. ASSUMING GRAVITY FLOW, ABSOLUTE MINIMUM DEPTH FOR TOP OF CASING IS 7' BASED ON CURRENT ROADWAY DESIGN.
  5. ASSUMING GRAVITY FLOW, RECOMMENDED DEPTH TO TOP OF CASING IS 10' TO ACCOMMODATE STORM SEWER THAT MAY BE NEEDED IN THE ULTIMATE CONFIGURATION.
  6. CASING LIMITS SHOULD EXTEND BEYOND THE LIMITS OF ROADWAY PAVEMENT AND RETAINING WALLS. APPROX. LENGTH OF CASING IS 407'.

**PRELIMINARY**  
SUBJECT TO CHANGE

FILENAME: pw: \\jmt-pw-bentley.com\jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\miscell\aneous\Parcel\Exhibits\Parcel\36\SELOOP+PH2+PARCEL36+CASING

DRAWING DATE: 9/15/2023



**SOUTHEAST LOOP ROUTE  
HENGST, NASON  
R020606**

**PRELIMINARY**

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES

TBPE FIRM REG. NO. F-16341  
ENGINEER: RYAN G. FRISENHAHN  
P.E. NO.: 127743 DATE: 9/15/2023

# EXHIBIT "D"

Parcel 36

## DEED

Southeast Loop Right of Way (Segment 2)

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 **NASON HENGST a/k/a NASON GARRET HENGST**, not joined by my spouse as the property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, 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 or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of those two certain tracts of land totaling 11.556 acres acre (503,383 sq. ft.) of land located in the James Hickman Survey, Abstract No. 291, Williamson County, Texas; being more particularly described by metes and bounds as follows and shown on the attached Exhibit "A," attached hereto and incorporated herein **(Parcel 36 Parts 1&2)**

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facilities of Grantee, its successors or assigns.

**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]*





TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature page follows]*



**Commissioners Court - Regular Session**

**49.**

**Meeting Date:** 11/07/2023

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
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**Attachments**

Notice of Non-Compliance

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 11/03/2023

**Reviewed By**

Becky Pruitt

**Date**

11/03/2023 04:01 PM

Started On: 11/03/2023 03:45 PM

# TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR  
Brandon S. Wood



P.O. Box 12985  
Austin, Texas 78711  
Voice: (512) 463-5505  
Fax: (512) 463-3185  
<http://www.tcjs.state.tx.us>  
[info@tcjs.state.tx.us](mailto:info@tcjs.state.tx.us)

## NOTICE OF NON-COMPLIANCE WILLIAMSON COUNTY JAIL

November 1, 2023

Please reference the Inspection Requirements Review and Jail Inspection Report issued on October 17-18, 2023, detailing the specific issues that resulted in the issuance of this notice of non-compliance.

Minimum Standards Violated:	Corrective Measure Required	Date Corrective Action Must Be Completed
273.5 (a)(2)(b1)	Identification. Procedures for intake screening to identify inmates who are known to be or observed to be mentally disabled and/or potentially suicidal and procedures for compliance with Code of Criminal Procedure Article 16.22 and referrals to available mental health officials. <b>During the review of inmate medical files, it was observed that magistrate notifications were not made in accordance with Code of Criminal Procedure Article 16.22 for 23 of the 40 files reviewed.</b>	<b>Upon receipt of this notice.</b>

Judge Bill Stoudt, Longview, Chair  
Dr. Esmail Porsa, M.D., Parker, Vice-Chair  
Ross Reyes, Melissa

Sheriff Kelly Rowe, Lubbock  
Sheriff Raul "Pinky" Gonzales, Refugio  
Patricia M. Anthony, Garland

Commissioner Ben Perry, Waco  
Duane Lock, Southlake  
Monica McBride, Alpine

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".

*To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas*

**Commissioners Court - Regular Session**

50.

**Meeting Date:** 11/07/2023

Medical Emergency Event Leander Polling location

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss and hear update on the Emergency Medical Event that took place at the Leander Library polling location and any matter related thereto.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Becky Pruitt  
Final Approval Date: 11/02/2023

**Reviewed By**  
Becky Pruitt

**Date**  
11/02/2023 04:13 PM  
Started On: 11/02/2023 02:50 PM

**Commissioners Court - Regular Session**

51.

**Meeting Date:** 11/07/2023

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
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 09:07 AM

Started On: 11/01/2023 04:43 PM

**Commissioners Court - Regular Session**

**52.**

**Meeting Date:** 11/07/2023

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
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/02/2023

**Reviewed By**

Becky Pruitt

**Date**

11/02/2023 09:07 AM

Started On: 11/01/2023 04:44 PM