

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 30, 2024
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 – 27)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$35,379.50
TO	0100-0554-003010	ConstPct#4/Computer Equi	\$35,379.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0405.003005	Ofc Furniture	\$1000.00
To	0100.0405.004232	Training	\$1000.00
From	0100.0405.003100	Office supplies	\$1000.00
To	0100.0405.004232	Training	\$1000.00
From	0100.0405.004999	Misc	\$500.00
To	0100.0405.004232	Training	\$500.00

From	0100.0405.003670	Use of Donations	\$500.00
To	0100.0405.004232	Training	\$500.00

5. Discuss, consider and take appropriate action on a line item transfer for RCS (Radio Communications System).

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0507.0507.004419	Property Insurance	\$18,000.00
TO:	0507.0507.004510	Facility Repair & Maintenance	\$18,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Services	\$6,000.00
To	0100.0509.004620	Equipment Rentals	\$6,000.00

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
8. Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during October - December (FY24 1st quarter).
9. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/25/2024 for the Williamson County Tax Assessor/Collector.
10. Discuss, consider, and take appropriate action on approving the purchase of one (1) Model Year 2024 Ford F-150 Pick-Up Truck (black) from Caldwell Country Ford pursuant to IFB #23IFB26 awarded by Commissioners Court on 7/10/23.
11. Discuss, consider, and take appropriate action on approving purchase #2024104 of One (1) 2024 GMC 2500HD Truck in the amount of \$49,044.50 from Gunn Buick GMC pursuant to BuyBoard Contract #724-23.
12. Discuss, consider, and take appropriate action on approving the County Attorney's Office Racial Profile report for 2023.
13. Discuss, consider, and take appropriate action on authorizing the termination of service agreements with Waste Management of Texas, Inc for solid waste collection at the Sheriff's Office Training Center, effective May 7, 2024, and the Williamson County Cedar Park Annex, effective April 15, 2024, and that appropriate officials take necessary actions to provide notice of such terminations of the agreements.

14. Discuss, consider, and take appropriate action on User Agreement to Purchase Driver Records or Driver Record Monitoring Services between Williamson County and the Department of Public Safety for the State of Texas.
15. Discuss, consider and take appropriate action on funding a \$11,916.50 signage proposal from the Williamson County Community Facility Fund for the naming of the "**Judge Dan A. Gattis Pavilion**" at the Williamson County Exposition Center.
16. Discuss, consider, and take appropriate action on approving the Agreement #2024102 between Williamson County and Yooz for Gold edition Accounts Payable annual automation subscription and support services for a 12-month period for a total amount of \$36,000.00, and authorize the execution of the agreement. Three quotes were obtained for this off-contract purchase.
17. Discuss, consider and take appropriate action on approving Amendment #1 between Williamson County and Texas Disposal Systems Inc, regarding RFP# 23RFP101 Solid Waste and Recycling Services and authorizing execution of the agreement.
18. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with Marmon Mok for the New Williamson County Headquarters Facility (P577) for \$39,050.
19. Discuss, consider and take appropriate action on accepting a report from Austin Montgomery d/b/a The Roof Co. Waco, LLC, Change Order No. 6 for the Central Texas Treatment Facility (CTTC) Winter Storm Repairs Project (P565) requiring a time extension for an addition 90 days toward substantial completion for a new date of April 19, 2024. Final Completion shall be on or before May 19, 2024. Funding Source is P565.
20. Discuss, consider and take appropriate action on accepting a report from Austin Montgomery d/b/a The Roof Co. Waco, LLC, Change Order No. 2 for the CTTC Generator (ARPA 445P/445A/2.1)) requiring a time extension for an addition 90 days toward substantial completion for a new date of April 1, 2024. Final Completion shall be on or before May 1, 2024. Funding Source is 445P/445A/2.1).
21. Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Design & Engineering Services with Talex, Inc. Engineers for the Jail South Boiler Renovations (445P/2.1) for a time extension to December 13, 2024.
22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Construction of Bud Stockton at FM 487 Traffic Signal, under IFB #24IFB33. Funding Source is P307.
23. Discuss, consider and take appropriate action on approving the final extension of contract #22IFB76 Flex Base Materials, renewal period #2, for the same pricing, terms and conditions as the existing contract that was awarded to Central Texas Stone and Aggregate for the 12-month term of March 22, 2024 - March 21, 2025, and authorizing execution of the renewal agreement.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No 8 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to decrease the maximum amount payable to \$244,830.00. Funding source: 01.0200.0210.004150.
25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for CR 313 East of CR 332 Jarrell. This supplemental is to increase the maximum amount payable to \$79,200.00. Funding source: 01.0200.0210.004150.
26. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$357,703.00 to expire on December 31, 2024 under Williamson County Contract for Engineering Services between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P.
27. Discuss, consider and take appropriate action on approving the final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 2B subdivision – Precinct 2.

REGULAR AGENDA

28. Discuss, consider, and take appropriate action to approve an agreement with ConsumerInfo.com, Inc. aka Experian Consumer Services to assist with response to potential data security incident.
29. Discuss, consider, and take appropriate action regarding setting a bond for the Williamson County Elections Administrator in an amount not to exceed \$20,000.00, payable to the County Judge, approved by the Commissioners Court, and conditioned on the faithful performance of the duties of the position.
30. Discuss, consider and take appropriate action on approving the bond for the newly appointed Elections Administrator of Williamson County, Texas.
31. Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2024 Republican Party and Democratic Party Primary Elections to be held March 5, 2024. Early voting will run from February 20, 2024, through March 1, 2024.
32. Discuss, consider and take appropriate action on a Resolution to Adopt the EVS 6.3.0.0 Voting System, as certified by the State of Texas, to be used for early and regular election day voting by Williamson County for the March 5, 2024, election and all subsequent elections, in accordance with Section 123.001(b) of the Texas Election Code.
33. Discuss, consider, and take appropriate action on Consulting Services Agreement between Williamson County and ETC Institute, Inc., relating to the design and administration of a survey for Williamson County, Texas.

34. Discuss and take appropriate action to amend the 2022 Community Development Block Grant Annual Action Plan by changing the scope of the Granger Housing Authority rehab project to include upgrading property electrical system, repairing and/or replacing property sidewalks and gutter installation.
35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$13,980.44
	0546.0000.367404	Animal Shelter Donations	\$182,090.06
	0546.0000.367440	Jane's Fund Donations	\$19,352.19
	0546.0000.367442	Play Yard Donations	\$450.00
	0546.0000.367443	Heart Worm Trmt Donations	\$9,162.20
	0546.0000.367445	SIT Team Donations	\$496.00
	0546.0000.367447	Animal Transport Donations	\$190.00
	0546.0000.367448	Kitten Care Donations	\$3,098.90
	0546.0000.370150	Sales of Pet Care Products	\$1,667.75

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0546.003510	Purchases for Resale	\$1,775.44
	0546.0546.003670	Use of Donations	\$193,848.10
	0546.0546.004100	Professional Services	\$20,601.81
	0546.0546.004105	Foster Home Care	\$3,299.00
	0546.0546.004231	Travel	\$202.27
	0546.0546.004232	Training	\$528.03
	0546.0546.004509	Facility Enhancements	\$479.06
	0546.0546.004975	Animal Medical Care	\$9,753.83

37. Discuss, consider, and take appropriate action approving Agreement #202507 for the annual Support and Maintenance for Astro/NICE for Dispatch and the Training Lab/Back Up Center with Motorola Solutions, Inc. totaling \$497,878.27, pursuant to HGAC Contract #RA05-21, and authorizing the purchase.

38. Discuss, consider and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #22RFP135 Construction Manager at Risk (CMAR) for Juvenile Justice Center Addition to Spawglass Contractors, in the amount of \$1,311,902.00 and authorize the execution of the GMP between Williamson County and Spawglass Contractors, Inc. The funding source is P578.
39. Discuss, consider, and take appropriate action on approving Master Service Agreement #2024108 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of \$500,000.00 for HVAC services, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement.
40. Discuss, consider, and take appropriate action on approving Master Service Agreement #2024109 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of \$500,000.00 for Electrical services, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement
41. Discuss, consider, and take appropriate action on approving Master Service Agreement #2024110 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of \$500,000.00 for Plumbing services, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement
42. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for Sheriff's Office/Jail Upgrade Generator Coverage at 508 S Rock St, Georgetown, Texas, to the highest scoring firm, Ramirez-Simon Engineering, LLC, in the amount up to \$156,470.00 and authorize execution of the agreement.
43. Discuss, consider, and take appropriate action on approving Proposal #2024107 between Williamson County and Brymer Communication Services, LLC. dba BryComm, LLC. for fiber relocation for a total amount of \$117,324.90, pursuant to DIR contract #DIR-CPO-4777, and authorize the execution of the proposal. The funding source is P578.
44. Discuss, consider, and take appropriate action on awarding IFB #24IFB23 for Improvements to County Road 129 to the lowest and best bidder, Chasco Constructors, for the amount of \$2,463,313.00 and authorizing the execution of the agreement. The funding source is P375.
45. Discuss, consider and take appropriate action on a TxDOT Resolution and Advance Funding Agreement for off-system bridge and roadway realignments for CR 143 at Dry Berry Creek.
46. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P
47. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of (\$27,480.00) for Project 23IFB21 Ronald Reagan Blvd. at Elizabeth Park Temporary Signals (The Levy Company) P: 336 Funding Source: Road Bond.
48. Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of (\$368,749.53) for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

49. Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of \$67,965.30 for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.
50. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$137,831.49 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390 Funding Source: Road Bond.
51. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the SH 195 at Ronald Reagan Boulevard contract between Williamson County and WGI, Inc. relating to the 2019 Road Bond Program.
Project: P358 Fund Source: Road Bonds.
52. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Action Propane, Inc. for right of way needed on the Bagdad Rd. @ CR 279 project. Funding Source: Road Bonds 343
53. Discuss, consider and take appropriate action on a temporary right of entry agreement with Pulte Homes of Texas, LP for survey needed on the Ronald Reagan Corridor Segment D project.
Funding Source: TANS P588
54. Discuss, consider and take appropriate action on a Rule 11 condemnation agreement with Daniel and Karen Vaughn for right of way needed on the Bagdad Rd. @ CR 279 project (Parcel 30).
Funding Source: Road Bonds P343
55. Discuss, consider and take appropriate action on a Rule 11 condemnation agreement with Stella Carter for right of way needed on the Hero Way project (Parcel 324). Funding Source: TANS P588
56. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.086 acres) required for the construction of Hero Way. (Christopher and Lynn Michelle Allison/ Parcel 216) Funding Source: TANS P588
57. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.700 acres) as right of way and (0.156 acres) as an electric easement required for the construction of Bagdad Rd. @ CR 279. (The Estate of Elizabeth Ann Rundzieher, aka Liz Rundzieher, aka Elizabeth Ann Lancaster, fka Elizabeth Ann Holder/ Parcel 16/16E) Funding Source: Road Bonds P343

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)."

- 58.** 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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.

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

- 59.** 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

60. 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-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
4. 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
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. 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
7. 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
8. 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
9. 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
10. 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
11. 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
12. 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
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two
19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; 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.

61. 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).
62. 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).
63. 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)

64. Discuss and take appropriate action concerning economic development.
65. Discuss and take appropriate action concerning real estate.
66. 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.
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the United States District Court for the Western District of Texas, Austin Division

3. 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
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12. 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
13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two
19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; 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.

67. 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.

68. Comments from Commissioners.

69. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 26th day of January 2024 at 2:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 01/30/2024

Line Item Transfer

Submitted For: Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The Constable Precinct #4 office submitted PO 183595 on 6/16/2023 to purchase 7 replacement Toughbooks, to include docking stations, smartcard readers and applicable warranties. This order was delayed and not fulfilled until just this past week. The office did not know to request funds in the FY 24 budget for late delivery and, therefore, have no funding to pay the outstanding invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	\$35,379.50
TO	0100-0554-003010	ConstPct#4/Computer Equi	\$35,379.50

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 01/24/2024

Reviewed By

Becky Pruitt

Ashlie Holladay

Becky Pruitt

Date

01/24/2024 08:23 AM

01/24/2024 08:52 AM

01/24/2024 11:00 AM

Started On: 01/23/2024 10:10 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 01/30/2024

Line Item Transfer

Submitted For: Michael Hernandez**Submitted By:** Misty Cordero-Pierce, Veteran Services**Department:** Veteran Services**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Requesting to move funds from office supplies and office furniture to the training line for training/conference purposes.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0405.003005	Ofc Furniture	\$1000.00
To	0100.0405.004232	Training	\$1000.00
From	0100.0405.003100	Office supplies	\$1000.00
To	0100.0405.004232	Training	\$1000.00
From	0100.0405.004999	Misc	\$500.00
To	0100.0405.004232	Training	\$500.00
From	0100.0405.003670	Use of Donations	\$500.00
To	0100.0405.004232	Training	\$500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Vereran Services (Originator)

County Judge Exec Asst.

Budget Office

Form Started By: Misty Cordero-Pierce

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Misty Cordero-Pierce

Becky Pruitt

Saira Hernandez

Date

01/24/2024 10:45 AM

01/24/2024 10:48 AM

01/24/2024 12:11 PM

01/25/2024 07:41 AM

Started On: 01/24/2024 10:30 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 01/30/2024

Line Item Transfer

Submitted For: Richard Semple**Submitted By:** Wendy Coco, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for RCS (Radio Communications System).

Background

There are excess funds in line 4418 - Property Insurance that need to be transferred to 4510 - Facility Repairs to cover incidentals and repairs at various tower sites.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0507.0507.004419	Property Insurance	\$18,000.00
TO:	0507.0507.004510	Facility Repair & Maintenance	\$18,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Wendy Coco

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

01/25/2024 10:56 AM

01/25/2024 11:49 AM

Started On: 01/25/2024 10:45 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 01/30/2024

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds to cover overage of Equipment Rentals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Services	\$6,000.00
To	0100.0509.004620	Equipment Rentals	\$6,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

01/25/2024 11:45 AM

01/25/2024 11:49 AM

Started On: 01/25/2024 11:41 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 01/30/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Position Changes

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 01/25/2024

Reviewed By

Laura Cervantes

Becky Pruitt

Date

01/25/2024 08:20 AM

01/25/2024 08:57 AM

Started On: 01/25/2024 08:06 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Attorney	Felony Prosecutor II.1759.001100.	16398	\$110,244.16	\$2,480.40	2.25	\$112,724.56	-	MERIT	16-Feb-24
District Attorney	Felony Prosecutor I.0060.001100.	16489	\$107,489.72	\$2,149.68	2.00	\$109,639.40	-	MERIT	16-Feb-24
District Attorney	Felony Prosecutor I.0062.001100.	16669	\$105,080.30	\$2,101.58	2.00	\$107,181.88	-	MERIT	16-Feb-24
District Attorney	Felony Prosecutor I.1791.001100.	16696	\$101,623.86	\$2,032.42	2.00	\$103,656.28	-	MERIT	16-Feb-24
District Attorney	Victim Assistance Coord.2110.001100.	16795	\$53,049.92	\$2,122.00	4.00	\$55,171.92	-	MERIT	16-Feb-24
Information Systems	IT Manager II.0960.001100.	10471	\$113,764.56	\$1,421.94	1.25	\$115,186.50	-	MERIT	2-Feb-24
Information Systems	Analyst II.1810.001100.	14537	\$80,627.82	\$4,233.06	5.25	\$84,860.88	-	MERIT	2-Feb-24
Information Systems	Deputy CIO.0954.001100	04732	\$152,455.42	\$8,003.84	5.25	\$160,459.26	-	MERIT	2-Feb-24
Information Systems	Financial Manager.0088.001100.	01358	\$94,125.72	\$1,882.40	2.00	\$96,008.12	-	MERIT	2-Feb-24
Information Systems	Warehouse Coordinator I.2037.001100.	15317	\$42,010.55	\$210.06	0.50	\$42,220.61	-	MERIT	2-Feb-24
Information Systems	Warehouse Coordinator I.1755.001100.	13253	\$49,004.26	\$980.08	2.00	\$49,984.33	-	MERIT	2-Feb-24
Information Systems	Warehouse Coordinator I.1912.001100.	16376	\$40,484.87	\$708.49	1.75	\$41,193.36	-	MERIT	2-Feb-24
Information Systems	IT Director.0957.001100.	10409	\$135,098.08	\$1,688.70	1.25	\$136,786.78	-	MERIT	2-Feb-24
Information Systems	IT Architect.0952.001100.	11317	\$113,764.56	\$4,834.96	4.25	\$118,599.52	-	MERIT	2-Feb-24
Information Systems	System Support Spec I.1976.001100.	16595	\$54,243.09	\$1,356.08	2.50	\$55,599.17	-	MERIT	2-Feb-24
Information Systems	Analyst II.0946.001100.	15347	\$80,627.82	\$5,442.32	6.75	\$86,070.14	-	MERIT	2-Feb-24
Information Systems	Analyst III.001100.	16524	\$88,978.24	\$3,114.28	3.50	\$92,092.52	-	MERIT	2-Feb-24
Information Systems	Analyst II.1975.001100.	13107	\$80,627.82	\$5,643.82	7.00	\$86,271.64	-	MERIT	2-Feb-24
Justice of the Peace 4	Court Clerk II.1009.001100.	16434	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	2-Feb-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0440	001100	10,886.08	
01	0100	0440	001130		10,886.08
01	0100	0503	001100	39,520.03	
01	0100	0503	002010	3,023.28	
01	0100	0503	002020	6,342.96	
01	0100	8008	001130		39,520.03
01	0100	8008	002010		3,023.28
01	0100	8008	002020		6,342.96
01	0100	0454	001100	1,765.67	
01	0100	0454	001130		1,765.67

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
0554 Constable Pct. 4	0311	Vacant	N/A	N/A	\$92,852.81	\$84,228.37	\$8,624.44	N/A	Reallocation of position budget to facilitate external new hire with prior service credit as allowed by policy. Surplus salary from PCN 0311 to PCN 2104	2/2/2024
0554 Constable Pct. 4	2104	Vacant	N/A	N/A	\$69,070.64	\$77,695.08	N/A	\$8,624.44	Reallocation of position budget to facilitate external new hire with prior service credit as allowed by policy. Surplus salary from PCN 0311 to PCN 2104	2/2/2024
0440-District Attorney	1797	14384	\$59,935.64	\$58,188.71	\$59,935.64	\$58,188.71	\$1,746.93	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary to PCN 1797 from PCN 00915	2/16/2024
0440-District Attorney	0915	14081	\$58,188.71	\$59,935.64	\$58,188.71	\$59,935.64	N/A	\$1,746.93	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary to PCN 1797 from PCN 00915	2/16/2024

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session**8.****Meeting Date:** 01/30/2024

Line Item Transfers of \$500 or Less FY24 Q1

Submitted For: Ganae Hempe**Submitted By:** Nancy Schiller, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during October - December (FY24 1st quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LIT FY24 Q1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Schiller

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:28 AM

Started On: 01/25/2024 10:08 AM

FY24 LIT's Equal to or Less Than \$500 - 1st QTR

<i>Dept</i>	<i>From/To</i>		<i>Line #</i>		<i>Amount</i>	
JUVENILE SERVICES	From	01	0100	0576	004102	\$ 425.00
	To	01	0100	0576	004850	\$ 425.00
NON-DEPARTMENTAL	From	01	0100	0409	004998	\$ 349.00
	To	01	0100	0409	004505	\$ 349.00
COUNTY ATTORNEY	From	01	0100	0475	003100	\$ 293.16
	To	01	0100	0475	004621	\$ 293.16
COUNTY JAIL	From	01	0100	0570	003100	\$ 250.00
	To	01	0100	0570	004621	\$ 250.00
COUNTY ATTORNEY	From	01	0100	0475	004621	\$ 293.16
	To	01	0100	0475	003100	\$ 293.16
PUBLIC SAFETY IT	From	01	0100	0523	004505	\$ 277.18
	To	01	0100	0523	001109	\$ 225.00
	To	01	0100	0523	002010	\$ 17.21
	To	01	0100	0523	002020	\$ 34.97
COUNTY JAIL	To	01	0100	0570	004621	\$ 250.00
	From	01	0100	0570	003100	\$ 250.00
COUNTY AUDITOR	From	01	0100	0495	004505	\$ 84.00
	To	01	0100	0495	003011	\$ 84.00
HUMAN RESOURCES	From	01	0100	0402	003005	\$ 281.12
	To	01	0100	0402	004100	\$ 281.12
HAZ-MAT	From	01	0100	0542	004999	\$ 229.00
	To	01	0100	0542	004412	\$ 229.00
COUNTY SHERIFF	From	01	0100	0560	004311	\$ 111.00
	To	01	0100	0560	004310	\$ 111.00
CONSTABLE PRECINCT 1	From	01	0100	0551	005730	\$ 275.00
	To	01	0100	0551	003006	\$ 275.00
WMSN CTY BUILDINGS	From	01	0100	0509	003010	\$ 118.99
	To	01	0100	0509	003006	\$ 118.99
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	003311	\$ 25.00
	To	01	0100	0661	004231	\$ 25.00
COUNTY ATTORNEY	From	01	0100	0475	004902	\$ 100.00
	To	01	0100	0475	003601	\$ 100.00
PURCHASING DEPT.	From	01	0100	0494	004999	\$ 68.00

	To	01	0100	0494	003901	\$ 68.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	005741	\$ 150.00
	To	01	0200	0210	004311	\$ 150.00
COUNTY ATTORNEY	FROM	01	0100	0475	003100	\$ 42.24
	TO	01	0100	0475	004209	\$ 42.24
COMMISSIONER PCT 2	From	01	0100	0212	004231	\$ 500.00
	To	01	0100	0212	003100	\$ 500.00
WIRELESS COMMUNICATION	From	01	0100	0587	004999	\$ 220.00
	To	01	0100	0587	003900	\$ 100.00
	To	01	0100	0587	004350	\$ 120.00
ANIMAL SERVICES	From	01	0545	0545	004999	\$ 7.43
	To	01	0545	0545	003001	\$ 7.43
COMMISSIONER PCT 4	From	01	0100	0214	004231	\$ 75.98
	To	01	0100	0214	004210	\$ 75.98
MAGISTRATE OFFICE	From	01	0100	0477	003901	\$ 100.00
	To	01	0100	0477	000499	\$ 100.00
COUNTY COURT AT LAW 5	From	01	0100	0430	003100	\$ 223.95
	To	01	0100	0430	004999	\$ 223.95
CONSTABLE PRECINCT 1	From	01	0100	0551	005730	\$ 500.00
	To	01	0100	0551	003005	\$ 500.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	003010	\$ 400.00
	To	01	0100	0591	003005	\$ 400.00

Commissioners Court - Regular Session**9.****Meeting Date:** 01/30/2024

Property Tax Refunds – Over 2500 – Thru 01/25/2024

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/25/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

011924-012524 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:49 AM

Started On: 01/25/2024 10:41 AM

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: January 25, 2024
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

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

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

Thank you.

Main Office:

904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601
www.wilcotx.gov/taxoffice

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

Annex Locations:

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

Property Tax
Account QuickReport
As of January 25, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	01/19/2024	101361	CORELOGIC	R510845 - Double payment	-18,965.93
Total Refunds Payable - Taxpayers					-18,965.93
TOTAL					-18,965.93

Commissioners Court - Regular Session**10.****Meeting Date:** 01/30/2024

Approval of Purchase of One (1) Ford F150 Pick-Up Truck from Caldwell Country Ford for Sheriff's Office

Submitted For: Joy Simonton**Submitted By:** Joy Simonton, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of one (1) Model Year 2024 Ford F-150 Pick-Up Truck (black) from Caldwell Country Ford pursuant to IFB #23IFB26 awarded by Commissioners Court on 7/10/23.

Background

Approval of this purchase will support the Williamson County Sheriff's Office. The unit was on back order from 2023. That FY 23 PO has been canceled but this item has now arrived and it fits the specification of the approved FY 24 replacement vehicle for the Community Outreach position and will replace SB1677. Funding source is 01.0100.0560.005700. Department point of contact is Mark Stevens.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vendor Specification and Quote
Form 1295 Caldwell Country

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 08:56 AM

Started On: 01/24/2024 03:52 PM

CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box

** PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **

TOTAL PRICE: \$42,838

CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

CALDWELL COUNTRY CHEVROLET-FORD

Prepared By:

CHRIS COLLINS
CALDWELL COUNTRY CHEVROLET-FORD
979-567-6129
CHRIS@CALDWELLCOUNTRY.COM

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17114. Data Updated: Aug 3, 2022 6:54:00 PM PDT.

CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
W1E	2023 Ford F-150 XL 4WD SuperCrew 5.5' Box

COLORS

CODE	DESCRIPTION
UM	Agate Black Metallic

ENGINE

CODE	DESCRIPTION
995	Engine: 5.0L V8 -inc: GVWR: 7,050 lbs Payload Package, 3.31 Axle Ratio

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)

OPTION PACKAGE

CODE	DESCRIPTION
101A	Equipment Group 101A Standard

AXLE RATIO

CODE	DESCRIPTION
XL3	Electronic Locking w/3.31 Axle Ratio

WHEELS

CODE	DESCRIPTION
64C	Wheels: 17" Silver Steel (STD)

TIRES

CODE	DESCRIPTION
—	Tires: 265/70R17 BSW A/T (STD)

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Data Version: 17114. Data Updated: Aug 3, 2022 6:54:00 PM PDT.

CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black Metallic

SEAT TYPE

CODE	DESCRIPTION
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
53A	Trailer Tow Package -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available), Integrated Trailer Brake Controller

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
67T	Integrated Trailer Brake Controller
—	GVWR: 7,050 lbs Payload Package

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others

Options Total

**ADD- FRONT FLOOR LINERS(TRAY STYLE),
PROGRAM 2 ADDITIONAL KEY FOBS, TINT ALL
WINDOWS 15% TINT**

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Data Version: 17114. Data Updated: Aug 3, 2022 6:54:00 PM PDT.

CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)

3.73 Axle Ratio (STD)

50 State Emissions

Electronic Transfer Case

Part-Time Four-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1765# Maximum Payload

GVWR: 6,470 lbs Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

Single Stainless Steel Exhaust

26 Gal. Fuel Tank

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Steel (STD)

Tires: 265/70R17 BSW A/T (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

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Data Version: 17114. Data Updated: Aug 3, 2022 6:54:00 PM PDT.

CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Exterior

Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Auto High Beam

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access

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CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Interior

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual

Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Trip Computer

Outside Temp Gauge

Analog Appearance

Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert

Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support

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CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Interior

Rear View Camera

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Perimeter Alarm

Securilock Anti-Theft Ignition (pats) Immobilizer

1 12V DC Power Outlet

Air Filtration

Safety-Mechanical

ABS And Driveline Traction Control

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Rear Child Safety Locks

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44G
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	22 (2022) MPG	Cruising Range - City	416.00 mi
EPA Fuel Economy Est - City	16 (2022) MPG	Fuel Economy Est-Combined	19 (2022) MPG
Cruising Range - Hwy	572.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	995	Engine Type	Regular Unleaded V-8
Displacement	5.0 L/302	Fuel System	Port/Direct Injection
SAE Net Horsepower @ RPM	400 @ 6000	SAE Net Torque @ RPM	410 @ 4250
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	610	Cold Cranking Amps @ 0° F (2nd)	610
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	200

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[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.3 (2022)	EPA Greenhouse Gas Score	N/A
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4912 lbs	Gross Axle Wt Rating - Front	3650 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2809 lbs
Curb Weight - Rear	1896 lbs	Option Weight - Front	167.00 lbs
Option Weight - Rear	40.00 lbs	Reserve Axle Capacity - Front	674.00 lbs
Reserve Axle Capacity - Rear	1864.00 lbs	As Spec'd Curb Weight	4912.00 lbs
As Spec'd Payload	2138.00 lbs	Maximum Payload Capacity	2345.00 lbs
Gross Combined Wt Rating	14800 lbs	Gross Axle Weight Rating	7450.00 lbs
Curb Weight	4705.00 lbs	Reserve Axle Capacity	2538.00 lbs
Total Option Weight	207.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7050.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9400 lbs	Wt Distributing Hitch - Max Tongue Wt.	940 lbs
Fifth Wheel Hitch - Max Trailer Wt.	9400 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2350 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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CALDWELL COUNTRY CHEVROLET-FORD

CHRIS COLLINS | 979-567-6129 | CHRIS@CALDWELLCOUNTRY.COM

[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Chassis

Suspension

Suspension Type - Front	Double Wishbone	Suspension Type - Rear	Leaf
Spring Capacity - Front	3650 lbs	Spring Capacity - Rear	3800 lbs
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	4800 lbs	Axle Capacity - Rear	4800 lbs
Axle Ratio (:1) - Front	3.31	Axle Ratio (:1) - Rear	3.31
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P265/70SR17
Rear Tire Size	P265/70SR17	Spare Tire Size	Full-Size
Front Tire Capacity	4050 lbs	Rear Tire Capacity	4498 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.8 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.8 in

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[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13.2 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	26 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.4 in
Second Leg Room	43.6 in	Second Shoulder Room	66 in
Second Hip Room	62.6 in		

Exterior Dimensions

Wheelbase	145 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.7 in
Width, Max w/o mirrors	79.9 in	Height, Overall	77.2 in
Overhang, Front	37.8 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	34.9 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	9.4 in	Ground Clearance, Rear	9.4 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	66 in	Cargo Box Width @ Top, Rear	65.2 in
Cargo Box Width @ Floor	65.2 in	Cargo Box Width @ Wheelhousings	51.1 in
Cargo Box (Area) Height	21.4 in	Tailgate Width	60.3 in

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[Fleet] 2023 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume	52.8 ft³	Ext'd Cab Cargo Volume	N/A
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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.

Caldwell Country Ford, LLC
Rockdale, TX United States

Certificate Number:
2024-1113309

Date Filed:
01/18/2024

Date Acknowledged:
01/24/2024

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.

#23 1FB26
F150 Black for Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Knapp, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, TX 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

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Rockdale, TX United States

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Williamson County

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#23 1FB26
F150 Black for Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Knapp, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kaybee Nelson, and my date of birth is [REDACTED].

My address is PO BOX 72, Rockdale, TX, 74657, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Milam County, State of Texas, on the 18 day of January, 20 24.
(month) (year)

Kaybee Nelson
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**11.****Meeting Date:** 01/30/2024

Approval of Purchase of One (1) 2024 GMC 2500HD Truck from Gunn Buick GMC for Parks Department - Williamson County Conservation Foundation

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase #2024104 of One (1) 2024 GMC 2500HD Truck in the amount of \$49,044.50 from Gunn Buick GMC pursuant to BuyBoard Contract #724-23.

Background

Approval of this item will support the operations of the Williamson County Conservation Foundation for the Trail Steward position. This vehicle was originally ordered in FY 23. Supply chain challenges delayed the delivery of that vehicle and that order has now been canceled. This order, through Gunn Buick, is in lieu of that original order. The Funding Source is 01.0508.0508.005700. Point of contact is Josh Renner.

Fiscal Impact

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

Attachments

Quote

Form 1295 - Gunn Buick GMC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/25/2024 11:22 AM

01/25/2024 11:34 AM

Started On: 01/25/2024 08:57 AM



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 01/16/2024
Buyer's Name Williamson County
Co-Buyer's Name _____
Business Name Williamson County
Address 710 S Main
City & State Georgetown Zip 78626
Home Phone _____ Bus. Phone (512) 943-3368
Cell Phone (512) 943-1100 E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # _____ Must order _____ Vin # _____
Year 2024 Make GMC
Model Sierra 2500HD Model Trim Pro
Miles 10 Color Summit White
M.S.R.P. \$54,305.00 Discount \$5,825.00 O.S.P. \$48,480.00

Dealer Installed Accessories *

1. Delivery Fee	\$150.00
2. Buy Board Fee	\$400.00
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. Buy Board Contract#724-23	_____

Selling Price	\$48,480.00
Plus Owed Accessories	\$550.00
Selling Price w/ Accessories	\$49,030.00
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____

Sub-Total	\$49,030.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$14.50
Balance Due on Trade-In	\$0.00

Documentary Fee	\$0.00
-----------------	--------

Total	\$49,044.50
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$49,044.50

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 01/16/2024

Buyer's / Co-Buyer's Signature: _____ Accepted _____



Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Williamson County

Prepared For: Kevin Teller 2024 GMC 2500 Double Cab 4x4 V8

512-943-3368

kevin.teller@wilco.org

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro



Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro MSRP:\$50,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
TK20953	[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro	\$50,300.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C7G	GVWR, 10,500 lbs. (4763 kg)	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
E63	Pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen	\$0.00
JHD	Hill Descent Control	Inc.
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	Inc.
KC9	Power outlet, bed mounted, 120-volt	\$0.00

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Data Version: 21482. Data Updated: Jan 15, 2024 6:41:00 PM PST.



Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✔ Complete)

KI4	Power outlet, instrument panel, 120-volt		\$225.00
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
NZZ	Skid Plates	Inc.	
PCI	Convenience Package		\$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
QXT	Tires, LT265/70R17E all-terrain, blackwall	Inc.	
R9L	Deleted 3 Years of OnStar Remote Access		(\$300.00)
UF2	LED Cargo Area Lighting	Inc.	
X31	X31 Off-Road Package		\$525.00
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	Inc.	
—	Suspension, Off-Road	Inc.	
SUBTOTAL			\$52,310.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$54,305.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✔ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)

GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with TK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

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Data Version: 21482. Data Updated: Jan 15, 2024 6:41:00 PM PST.



Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Mirror, inside rearview, manual tilt

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Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (👍 Complete)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✔ Complete)

Interior

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (Complete)

Safety-Interior

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years (Rust-Through): 6
- Corrosion Years: 3
- Corrosion Miles/km (Rust-Through): 100,000
- Corrosion Miles/km: 36,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000
- Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 21482. Data Updated: Jan 15, 2024 6:41:00 PM PST.

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.

Gunn Buick, GMC LTD
Selma, TX United States

Certificate Number:
2024-1115226

Date Filed:
01/23/2024

Date Acknowledged:

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.

2024112
WCF Truck 2024 GMC Sierra 2500HD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mireles, Danny	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

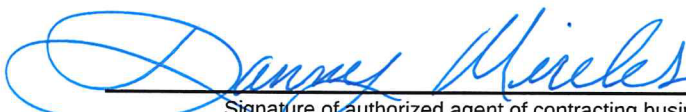
6 UNSWORN DECLARATION

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

My address is _____, SAN ANTONIO, TX, 78230, USA.
(street) (city) (state) (zip code) (country)

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

Executed in GUADALUPE County, State of TEXAS, on the 23 day of JAN., 20 24.
(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.

Gunn Buick,GMC LTD
Selma, TX United States

Certificate Number:
2024-1115226

Date Filed:
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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.

2024112
WCF Truck 2024 GMC Sierra 2500HD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mireles, Danny	San Antonio, TX 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)

Commissioners Court - Regular Session**12.****Meeting Date:** 01/30/2024

2023 Racial Profile Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the County Attorney's Office Racial Profile report for 2023.

Background

As per the Texas Code of Criminal Procedure Article 2.132, we are filing this report with TCOLE as Exempt status.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Racial Profile Report-Exempt

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 01/24/2024

Reviewed By

Becky Pruitt

Date

01/24/2024 10:53 AM

Started On: 01/22/2024 01:25 PM

First Assistant
Corby Holcomb
Criminal Division Chief
Laura Gorman
Civil Division Chief
Ariane Flores
Director Juvenile Division
Michael Cox
Director Family Justice

DEE HOBBS

COUNTY ATTORNEY

405 M.L.K. Street #7
Georgetown, Texas 78626

General Counsel - Jason Nassour



Office Administrator
Stephanie Lloyd
Chief of Staff
Kerstin Siptak
Chief Investigator
Rudy Gonzalez
Evidence Director
Michael Etheridge
Victim Services Director
Wren Seabolt

Phone (512) 943-1111 • www.wilco.org/countyattorney • Fax (512) 943-1120

MEMORANDUM

TO: Williamson County Commissioners Court
FROM: Dee Hobbs, County Attorney
DATE: January 30, 2024
SUBJECT: 2023 Racial Profiling Report

Pursuant to the Texas Code of Criminal Procedure Article 2.132, please be advised the County Attorney's Office is "exempt" from statistical reports for Traffic and pedestrian stops, otherwise known as Racial Profiling reports and has filed the exempt status with the Texas Commission on Law Enforcement for the 2023 reporting year.

The County Attorney's Office files the Exempt status based on the "exempt" definition found on the Texas Commission on Law Enforcement website which is defined as agencies that do not routinely make motor vehicle stops. Should an Investigator make a traffic stop, they are required to complete a field contact information sheet per office policy.

Respectfully,

A handwritten signature in dark ink that reads "Dee Hobbs".

Doyle "Dee" Hobbs Jr.
County Attorney

A handwritten signature in dark ink that appears to read "R. Gonzalez".

Rudy Gonzalez
Chief Investigator

Commissioners Court - Regular Session

13.

Meeting Date: 01/30/2024

Termination of WM Contracts for Solid Waste Collection

Submitted By: Jacqueline Lentz, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the termination of service agreements with Waste Management of Texas, Inc for solid waste collection at the Sheriff's Office Training Center, effective May 7, 2024, and the Williamson County Cedar Park Annex, effective April 15, 2024, and that appropriate officials take necessary actions to provide notice of such terminations of the agreements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SOTC Termination
Cedar Park Annex

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/18/2024 10:04 AM
Form Started By: Jacqueline Lentz		Started On: 01/18/2024 09:46 AM
Final Approval Date: 01/18/2024		



GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
Assistant General Counsel

JACQUELINE LENTZ
Assistant General Counsel

ELLYSSA COLLINSWORTH-STEWART
Assistant General Counsel

January 30, 2024

Jeremy Underwood
Account Associate
Waste Management

RE: SOTC
WM AGREEMENT # S0010223889
ACCOUNT # 161-1509984
8160 CHANDLER RD, HUTTO TX 78634
NOTICE OF NON-RENEWAL/TERMINATION

Dear Jeremy Underwood:

We acknowledge the receipt of your letter and Williamson County intends to honor the Service Agreement through the existing contract term.

As per the terms outlined in Section 2 of the Service Agreement, dated May 7, 2018, the Contract Term is set to automatically renew for an additional Renewal Term, unless either party provides written notice of termination within the specified timeframe.

Therefore, the purpose of this letter is to give you official notice that Williamson County will not renew this Service Agreement, and the agreement will expire as of midnight on Tuesday, May 7, 2024.

Williamson County would like to thank Waste Management for its assistance, cooperation, and services provided. If you would like to discuss this matter in further detail, please do not hesitate to contact me.

Sincerely,

Jacqueline C. Lentz
Assistant General Counsel
Phone: (512) 943-3824
Email: jacqueline.lentz@wilco.org



GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
Assistant General Counsel

JACQUELINE LENTZ
Assistant General Counsel

ELLYSSA COLLINSWORTH-STEWART
Assistant General Counsel

January 30, 2024

Ken Douglas
Account Associate
Waste Management

RE: WILLIAMSON CTY CEDAR PK ANNEX
ACCOUNT # 161-1421582
350 DISCOVERY, CEDAR PARK TX 78613
NOTICE OF NON-RENEWAL/TERMINATION

Dear Ken Douglas:

We acknowledge the receipt of your letter and Williamson County intends to honor the Service Agreement through the existing contract term.

As per the terms outlined in Section 2 of the Service Agreement, effective April 15, 2011, the Contract Term is set to automatically renew for an additional Term, unless either party provides written notice of termination within the specified timeframe.

Therefore, the purpose of this letter is to give you official notice that Williamson County will not renew this Service Agreement, and the agreement will expire as of midnight on Monday, April 15, 2024.

Williamson County would like to thank Waste Management for its assistance, cooperation, and services provided. If you would like to discuss this matter in further detail, please do not hesitate to contact me.

Sincerely,

Jacqueline C. Lentz
Assistant General Counsel
Phone: (512) 943-3824
Email: jacqueline.lentz@wilco.org

Commissioners Court - Regular Session**14.****Meeting Date:** 01/30/2024

User Agreement to Purchase Driver Records or Driver Record Monitoring Services

Submitted By: Ellyssa Collinsworth, General Counsel**Department:** General Counsel**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on User Agreement to Purchase Driver Records or Driver Record Monitoring Services between Williamson County and the Department of Public Safety for the State of Texas.

Background

The User Agreement allows the County to pull driver records from the Department of Public Safety of Texas pursuant to the Texas Transportation Code. There is no cost to the County for this service.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

User Agreement - DPS

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Ellyssa Collinsworth

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 12:11 PM

01/25/2024 12:40 PM

Started On: 01/25/2024 09:53 AM

USER AGREEMENT TO PURCHASE DRIVER RECORDS OR DRIVER RECORD MONITORING SERVICES

This Agreement is made between the Department of Public Safety of the State of Texas (DPS), the state administrator for driver license and identification card records (referred to as Driver Records), and the entity purchasing records identified below (Entity).

Entity Name: Williamson County, Texas

Address: 710 Main Street, Georgetown, TX 78626

BACKGROUND

Texas law authorizes DPS to sell Driver Records individually or in bulk for specified permissible purposes and to establish an Interactive System to provide the release of Driver Records under the authority of Texas Transportation Code Chapters 521 and 730.

Additionally, Texas Transportation Code § 521.062 allows DPS to establish an optional program for Driver Records Monitoring Services (referred to as Monitoring Services) that will notify any participating entities of any updates or changes to an individual's Driver Record that is being monitored by any entity that elects to participate in the program. These changes may include convictions for a traffic offense or any driver license status change.

Texas law requires each prospective Entity using the Interactive System to sign an agreement with DPS containing safeguards that DPS considers necessary to ensure that Driver Records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected before Entity receives any Driver Records.

DPS will sell and deliver the Driver Records or Monitoring Services in an interactive format to Entity subject to the following terms and conditions.

SCOPE

1. Definitions

- a. **Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Texas Transportation Code § 521.050.
- b. **Interactive System** means the process by which DPS supplies Driver Records and Monitoring Services in an electronic format to Entity, including real-time and batch web-based applications.

- c. **Personal Information** means information within Driver Records that identifies an individual by the following: an individual's photograph or computerized image, Social Security number, date of birth, driver identification number, name, address but not zip code, email address, telephone number, and medical or disability information or as is defined by the federal Driver's Privacy Protection Act (18 U.S.C. § 2721, *et seq.*), the Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code Ch. 521), and the Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Ch. 730). Personal Information may also include sensitive personal information as defined in Texas Business and Commerce Code § 521.002(2), which includes:
- 1) An individual's first name or first initial and last name in combination with a driver license number or government-issued identification number if the name and the items are not encrypted.
 - 2) Information that identifies an individual and relates to:
 - a) The physical or mental health or condition of the individual; or
 - b) The provision of health care to the individual.
- d. **Entity** means a person or governmental or private entity who is eligible to receive Driver Records as an Authorized Recipient under Texas Transportation Code Chapter 730.
- e. **Breach of System Security** means the unauthorized access of computerized data that compromises the security, confidentiality, or integrity of personal information Entity maintains under this Agreement, including data that is encrypted if Entity's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of personal information by an employee, agent, or client of Entity for the purposes of performing under this Agreement is not a breach of system security unless the employee, agent, or client of Entity uses or discloses the personal information in an unauthorized manner.
- f. **Confidential Data** means information as defined in Texas Administration Code § 202.1 (5) that is collected and maintained by the Department that must be protected against unauthorized disclosure and is not subject to public disclosure under the provisions of applicable state or federal law or other legal agreements.
- g. **Cyber Security** means the Department's Cyber Security Unit, which is responsible for agency information technology security.

- h. **Department or DPS** means the Department of Public Safety of the State of Texas.
- i. **Regulated Data** means information that is collected and maintained by the Department that requires the Department to implement specific privacy and security safeguards as mandated by Federal and State law.
- j. **Secure Location** means a facility, conveyance, or area with security controls sufficient to protect sensitive or confidential information and associated information systems.
- k. **Sensitive Data** means information that is collected and maintained by the Department that must be protected against unauthorized disclosure, except for public release under the provisions of applicable state or federal law or other legal agreements.
- l. **System Failure** means a breakdown of any system hardware, operating system, or application software which prevents the accomplishment of the system's intended function.
- m. **User(s)** means an entity/person who is accessing Driver Records from a web-based, desktop, or mobile device interface.
- n. **Wireless Local Area Network (WLAN)** means a wireless computer network that links two or more devices using a wireless distribution method within a limited area.

2. Purchase of Driver Records

Entity may purchase Driver Records of individuals, which includes Personal Information, solely for a permissible use as identified in the section of this Agreement entitled "Certification of Permissible Use."

3. Purchase of Monitoring Services

Upon enrollment in the Driver Record Monitoring Service, Entity agrees to immediately purchase a record of any driver identified with a "not eligible" status (Type 2). If the purchase is made for the purpose of insurability, the driver is eligible for monitoring by the organization that purchased the record. The Monitoring Services will include notification to Entity on a bi-weekly basis of any change in the individual's driver license status or when any conviction for a traffic offense is reported to DPS during the term of this Agreement.

4. Fees

Entity must pay to DPS the applicable fee set by statute or rule for purchasing Driver Records or Monitoring Services. Entity also must pay any interactive transaction fees. Payment for the interactive transfer must be handled in an electronic format. Entity must remit payment immediately upon receipt of billing. Failure to remit timely payment may result in termination of this Agreement, denial of additional Driver Records and Monitoring Services, or the cancellation of Monitoring Services for any specific Driver Record until all payments are received. In the event that the Monitoring Services for a specific Driver Record is cancelled, Entity must purchase the Driver Record again in order to reinitiate the monitoring service for that specific Driver Record.

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the governmental agency requests Driver Records sold in bulk for research purposes. If Entity is a governmental agency and wishes to obtain Driver Records in bulk for research purposes, DPS will charge Entity the regular fees for those bulk Driver Records.

If Entity is monitoring a Driver Record for multiple Third Party Requestors, Entity must pay a monitoring fee for each Third Party Requestor. Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services.

If Entity is purchasing Driver Records and Monitoring Services for its own use and will not provide to a Third Party Requestor as permitted herein, Entity must monitor its entire customer base under this Agreement.

5. Interactive System

The Interactive System for Driver Records and Monitoring Services, by which DPS supplies Driver Records and Monitoring Services in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records and Monitoring Services in the form of a report identifying changes in an individual's driver license status or when any conviction for a traffic offense is reported in a secure, electronic format using the Interactive System. Billing and payment for these services by Entity will also be conducted through the Interactive System. The vendor is obligated to specific performance level requirements, so the vendor has the authority to suspend any Entity account or access to the Interactive System when an Entity's access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

6. Certification of Permissible Use

Entity, by signing this Agreement, certifies compliance with all provisions of the federal Driver's Privacy Protection Act, the Texas Motor Vehicle Records Disclosure Act, the Identity Theft Enforcement and Protection Act, and with all other state and federal laws applicable to this Agreement. Entity certifies that its use of Driver Records purchased under this Agreement is for the following permissible purpose only and for no others.

Initial all that apply.

- X** 1. (Valid for Certified Abstract) For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.
2. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c); motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or

motor vehicle dealers; or (e) removal of nonowner records from the original owner records of motor vehicle manufacturers.

- _____ 3. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only (a) to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and (b) if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- _____ 4. (Valid for Certified Abstract) For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- _____ 5. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- _____ 6. For use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating or underwriting.
- _____ 7. For use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a storage facility.
- _____ 8. For use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
- _____ 9. (Valid for Certified Abstract) For use by an employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.
- _____ 10. For use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.
- _____ 11. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.), for a purpose permitted under that Act.
- _____ 12. For use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
- _____ 13. For use in the ordinary course of business by a person or authorized agent of a person who: (a) holds a salvage vehicle dealer license issued under chapter 2302, Occupations Code; (b) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number issued under Chapter 503 of this code; (c) holds a used automotive parts recycler license issued under Chapter 2309, Occupations Code; or (d) is licensed by, registered with, or subject to regulatory oversight by the

Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, the Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

- _____ 14. For use by an employer, principal, general contractor, nonprofit organization, charitable organization, or religious institution to obtain or verify information relating to a person who holds a driver's license or the driving history of a person who holds a driver's license if the person is employed by, works under a contract with, or volunteers for the employer, principal, contractor, organization, or institution.
- _____ 15. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. Prior to release of personal information may require additional information.

Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the permissible purposes identified in this Agreement. Access to and use of Driver Records by Entity's personnel that are not authorized is strictly prohibited. Entity must comply with the Data Sharing Agreement (Attachment C) that is incorporated into this Agreement by reference. The Rules of Behavior for Individuals Accessing DPS Data (Attachment B) must be completed by the Entity's employees accessing Driver Records. Any access, use, or disclosure not required for the purposes of this Agreement or for any unofficial purpose are strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

7. Resell or Re-disclosure

Entity may not resell re-disclose Driver Records obtained under this Agreement except as specifically provided in this Agreement. Entity may re-disclose Driver Records to a third party requestor (Third Party Requestor) who is an Authorized Recipient and only if Entity enters into a written contract with a Third Party Requestor that requires a Third Party Requestor's compliance with all Agreement requirements, including compliance with the federal Driver's Privacy Protection Act, the Identity Theft Enforcement and Protection Act, and the Texas Motor Vehicle Records Disclosure Act, and that is for a use authorized by Texas Transportation Code § 730.007. If Driver Records are disclosed as part of Monitoring Services, Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services. Any Driver Records or Monitoring Services purchased under this Agreement by Entity are for a single purpose use only and will not be repurposed or used more than one time. Entity will not use a specific Driver Record for multiple Third Party Requestors or multiple uses by a single Third Party Requestor.

If Entity resells or re-discloses Driver Records to someone who is not an Authorized Recipient, the Entity may be subject to civil and criminal penalties, including a civil suit that allows for damages or subject to committing an offense classified as a misdemeanor punishable by a fine not to exceed \$100,000. If Entity resells or re-discloses Driver Records to Third Party Requestors, it must inform Third Party Requestors that they may not redisclose the personal information to a person who is not an Authorized Recipient.

8. Record Creation and Retention

Entity must create a record identifying each Third Party Requestor that obtained Driver Records or Monitoring Services (if applicable) from Entity and the legally permissible purpose for which Driver Records or Monitoring Services were obtained. Entity must ensure that each Third Party Requestor will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. Entity must retain these identifying records for five years following the transfer of any Driver Records or Monitoring Services to a Third Party Requestor of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records or Monitoring Services were released; the written agreement with the Third Party Requestor; and contact information for the Third Party Requestor.

9. Provide Copies of Records and Notification of Release

If Entity re-discloses any Driver Records obtained under this Agreement to a Third Party Requestor, Entity must provide access to or copies of those records required in the section entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

10. Unauthorized Disclosure

Entity must immediately notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Entity, its employees or agents, or by any person or entity that acquired Driver Records from Entity, either directly or indirectly.

If the Interactive System or an information system containing Driver Records is compromised or breached, Entity must provide notice to DPS as soon as possible following the discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential information referred to as a "*Security Incident*."

- a. Within 24 hours of the discovery or reasonable belief of a Security Incident, Entity must provide a written report to DPS detailing the circumstances of the security incident, which includes at a minimum:
 - 1) A description of the nature of the Security Incident;
 - 2) The type and amount of Driver Records involved;
 - 3) Who may have obtained the Driver Records;
 - 4) What steps Entity has taken or will take to investigate the Security Incident;
 - 5) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 6) A point of contact for additional information.

- b. Each day thereafter until the investigation is complete, Entity must provide DPS with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - 1) Who is known or suspected to have gained unauthorized access to Driver Records;
 - 2) Whether there is any knowledge if Driver Records have been abused or compromised;
 - 3) What additional steps Entity has taken or will take to investigate the Security Incident;
 - 4) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 5) What corrective action Entity has taken or will take to prevent future similar unauthorized use or disclosure.
- c. Entity must confer with DPS regarding the proper course of the investigation and risk mitigation. DPS reserves the right to conduct an independent investigation of any Security Incident, and should DPS choose to do so, Entity must cooperate fully by making resources, personnel, and systems access available to DPS and its authorized representatives.
- d. Subject to review and approval by DPS, Entity must at its own cost, provide notice that satisfies the requirements of Texas Business and Commerce Code Ch. 521 to individuals whose personal, confidential, or privileged information were compromised or likely compromised as a result of the Security Incident. If DPS, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice must be reimbursed to DPS by Entity. If Entity does not reimburse such costs within 30 calendar days of DPS written request, DPS will have the right to collect such costs.

11. Deletion of Information Required if not Authorized Recipient

Entity must delete from its records any personal information received from DPS if Entity becomes aware that Entity is not an Authorized Recipient of that information.

12. Data Protection

- a. Entity must further protect Driver Records in accordance with 1 Texas Administrative Code Ch. 202 and Texas Business and Commerce Code Ch. 521.
- b. Entity and its employees must comply with the requirements found in Attachments B and C.
- c. Personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- d. Entity must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any sensitive personal information collected or maintained by Entity under this Agreement.

13. No Separate Database

Entity will not retain, store, combine, or link any information from Driver Records or Monitoring Services obtained under this Agreement with any other data or database without the prior written consent of DPS.

14. Acknowledgement and Disclaimer

Entity acknowledges that DPS is furnishing Driver Records on an "as is" basis and DPS makes no representation as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God or anything that may be classified as a type of *force majeure* incident that is beyond the reasonable control of DPS and that by exercise of due foresight DPS could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, DPS is unable to overcome, or any other circumstances which may delay or preclude furnishing Driver Records in a timely fashion.

15. Consumer Protection

Driver Records furnished under this Agreement must not be used by Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law, which includes any prohibition under Texas Transportation Code Chapter 730.

16. Direct Access to Driver Records

Entity may not allow any member of the public or any person outside the direct employ or control of Entity direct access to Driver Records under this Agreement for any reason other than Entity's intended and legitimate use of Driver Records.

17. Assignability

Entity will not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Agreement. Alternatively, if Entity does assign without prior written approval and a novation is impractical or impossible under the circumstances, but DPS does approve the assignment ultimately, then this Agreement will be binding on any successor or assignee.

18. Change of Status

This Agreement will automatically terminate if Entity ceases to conduct business, substantially changes the nature of its business, sells its business without a proper DPS-approved assignment, is deceased, if there is a significant change in its ownership, or ceases to qualify for Driver Records and Monitoring Services under the permissible use certified in the section entitled "Certification of Permissible Use" or as otherwise provided in this Agreement. Entity, its successor in interest, or its personal representative must immediately notify DPS in writing of any change in status that may implicate this section.

19. Suspension

If DPS has a reasonable suspicion or actual confirmation that Entity is not in contract compliance with any requirement for any reason, including data spillage or data breach, DPS reserves the right to immediately suspend access to Entity. DPS may reinstate access following suspension upon DPS's receipt of satisfactory assurances that Entity has corrected all non-compliance and has taken measures to prevent future non-compliance. DPS will not provide an Entity with any changes to a monitored record that occur during a period of suspension once services are reinstated; the DPS system does not have the ability to look back at or track any changes that may have occurred during the period of suspension. Failure to correct any violations to DPS's satisfaction or repeated violations could result in contract termination and permanent cancellation.

20. Incorporation of Other Documents

This Agreement, including "Attachment A, Entity's Information Form for Obtaining Interactive Driver Records and Monitoring Services", "Attachment B, Rules of Behavior for Individuals Accessing DPS Data", "Attachment C, Data Sharing Agreement", and Attachment D, Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050" constitutes the entire agreement between the Parties with regard to the matters made to the subject of this Agreement and no oral agreements are binding.

21. Termination

- a. **For Convenience.** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations, including the obligation to pay any applicable fees, will remain in full force. In no event will DPS be liable in any way if it terminates for convenience.
- b. **For Cause.** DPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law, rule, or regulation relating to the subject matter of this Agreement. DPS will provide Entity with written notice to terminate this Agreement, which termination will become effective immediately upon Entity's receipt of the notice. If this Agreement is terminated for cause, DPS may refuse to provide Driver Records to Entity in any format.

22. Amendments

DPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by DPS.

23. INDEMNIFICATION (Does not apply to Governmental Entities)

ENTITY MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ENTITY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE MUST BE COORDINATED BY

ENTITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. ENTITY AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as well as any relevant federal law regarding the subject matter. The venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

25. Notice

Any notice required or permitted under this Agreement will be directed to the Parties at the addresses shown below. The following contact person is designated by Entity to receive all notices regarding this Agreement:

Point of Contact: **Rebecca Clemons**

Alternate Point of Contact: **Holly Jung**

Address: **100 Wilco Way St HR101**

City, State, Zip Code: **Georgetown, TX 78626**

Telephone Number: **512-943-1533**

Cell Phone Number: **512-943-1534**

Fax: **512-943-1535**

Email: **rclemons@wilco.org**

All correspondence to DPS regarding this Agreement must be mailed to the following address:

Department of Public Safety
License and Record Service/Online Services
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-5967
Fax: (512) 424-7456
Email: e.Commerce@dps.texas.gov

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

26. Compliance with Law

Entity must comply with all local, state, and federal laws, rules, and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act, and any written instructions of DPS related to this Agreement. Violation of the federal Driver's Privacy Protection

Act or the Texas Motor Vehicle Records Disclosure Act by Entity may result in civil and criminal penalties. Violation of a term of this Agreement by Entity may be a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17, Texas Business and Commerce Code or a Class B misdemeanor under Section 521.062 of the Texas Transportation Code.

27. Office of the Attorney General

Entity understands that under Texas Transportation Code § 521.062(d–g), the Office of the Attorney General may take certain actions against Entity for violations related to this Agreement.

28. Severability

Entity acknowledges that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly ambiguous language, they would want the court to interpret this Agreement as follows:

- 28.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- 28.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written;
- 28.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- 28.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

29. Audit and Inspection

Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the Texas State Auditor's Office, DPS, or any other department or agency responsible for determining that the Parties have complied with applicable law. Entity must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection and Entity must provide any such records and documents to DPS, the Texas State Auditor's Office, or applicable agency upon request. Entity must keep all records and documents regarding this Agreement for the term of this Agreement and for five years after the termination of this Agreement.

If DPS requests information from the Entity or a Third Party Requestor to determine if they have complied with applicable law or this Agreement, they must provide the requested information no later than the fifth business day after DPS submits the request unless DPS extends the deadline.

30. Survival

Any provisions of this Agreement that impose continuing obligations on Entity will survive the expiration or termination of this Agreement.

31. Term of Agreement

The term of this Agreement is effective on the last date signed in the Agreement section entitled "User Acceptance of Agreement" and will continue in full force and effect for a term of five years from that full execution date.

32. Acceptance of User Agreement

By signing this agreement, Entity agrees to the terms and conditions of this Agreement and all incorporated Attachments.

In order to receive any Driver Records and driver record monitoring services, an authorized signatory, the Chief Information Officer (CIO), and the Chief Information Security Officer (CISO) must sign this Agreement. Entity may not use the records if it does not accept the Agreement and all incorporated Attachments in their entirety.

Chief Information Security Officer
Signature
Date:

Chief Information Officer
Signature
Date:

Entity's Authorized Representative <i>Bill Gravell, Jr., Williamson County Judge</i>
Signature
Date:

**ATTACHMENT A
ENTITY'S INFORMATION FORM**

D/B/A, if applicable (including names of all subsidiaries and companies comprising part of this Entity:

N/A

Federal Tax Identification Number:

746000978

List all web address internet sites (Uniform Resource Locator–URL), Facebook, or Twitter accounts used or possessed by Entity:

<https://www.wilcotx.gov/>, <https://www.linkedin.com/company/wilcogov>, <https://www.facebook.com/wilcotxgov/>, <https://www.instagram.com/wilcotxgov/>, <https://twitter.com/wilcogov>, <https://www.youtube.com/user/WilliamsonCountyTX>

Nature of Entity's Business Activities and Practices:

County Government

Detailed explanation of the intended use of Driver Records and Monitoring Services obtained from DPS (describe how the exemption qualifies for the purchase of Driver Records and Monitoring Services):

Review the driving records of employees that drive a vehicle while on County business or of the employee(s) who are involved in an accident. This review will be performed in compliance with Williamson County's Vehicle Use Policy. This review period will include the preceding 36 months from the request date or from the accident date, whichever is applicable.

If Entity intends to release Driver Records to a Third Party Requestor, explain what safeguards or assurances are in place to meet the requirements of this Agreement and provide a copy of the written contract between Entity and the Third Party Requestor:

N/A

If Entity does not intend to release Driver Records to a Third Party Requestor, state so below:

Williamson County does not intend to release Driver Records to a Third Party Requester.

ATTACHMENT B

Rules of Behavior for Individuals Accessing DPS Data

Purpose

This document delineates the responsibilities and expected behavior of all individuals that use and have access to data provided by the Department of Public Safety of the State of Texas (DPS). Additionally, this document fosters the comprehensive knowledge of and compliance with the DPS rules of behavior as a condition for continued data access and sets forth requirements for verification of understanding with the rules as documented. DPS data users will be held accountable for their actions and are responsible for securing the data and resources in accordance with the DPS rules of behavior. All persons requiring access to DPS data must read, understand, and formally acknowledge those rules of behavior by signing this agreement prior to being granted access to DPS data.

User Rules of Behavior

1. I understand that I am required to perform my official duties when given access to DPS data.
2. I must restrict disclosure of DPS data to only those with a business need and are authorized to receive the information.
3. I must not send or store DPS sensitive or confidential information to a personal e-mail account.
4. I must take every precaution to prevent unauthorized individuals from observing display output. (Use privacy screens, keep computer screens from facing windows or doors, etc.)
5. I must log off or lock my workstation or laptop computer, or I must use a password-protected screensaver, whenever I step away from my work area, even for a short time.
6. I must not transmit DPS sensitive or confidential information unencrypted outside the secure network.
7. I must securely store all removable media containing DPS data when not in use.
8. I will ensure DPS sensitive or confidential data stored on removable or portable media is AES 256 encrypted, and the media is marked with the appropriate data classification.
9. I will comply with the DPS password policy.
10. I will immediately report security violations and incidents involving DPS data to my supervisor and DPS Cyber Security.

Acknowledgement

I acknowledge that I have read and received a copy of the signed Data Sharing Agreement signed by DPS and Entity. I acknowledge that I have read and understand the Rules of Behavior and must comply with them.

Name of User (printed): _____

Supervisor's Name: _____

(User Signature)

(Date)

ATTACHMENT C

Data Sharing Agreement for Release of Driver Records

1.0 Data Sharing Statement

The requirement for data sharing between the Department of Public Safety of the State of Texas (DPS) and *Entity* exists for the sole purpose to deliver driver records under Texas Transportation Code Chapters 521 and 730.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity, and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/>), 1 Texas Administrative Code §202.1 *et seq.*, and DPS General Manual Chapters 25, *Cyber Security*, and 26, *Information Resource Policy*. The DPS General Manual Chapters are incorporated by reference.

2.2 Trusted Behavior Expectations/Rules of Behavior

Entity must protect DPS data in accordance with this DSA. Entity will provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

DPS developed these procedures under this DSA to ensure the protection of DPS data when it is being provided to outside entities. Entity must comply with the procedures of this DSA for all systems used to store, process, or transmit DPS data. DPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.4 Administrative Security

Entity must comply with the following administrative security procedures:

- a. Entity must use host systems that have an approved warning banner displaying a message of consent to monitoring and that unauthorized use is subject to criminal prosecution or criminal or civil penalties, prior to login.

- b. Entity must ensure that host systems that contain any DPS data are used for official purposes only.
- c. Entity must appropriately safeguard all DPS data and only release it to authorized individuals.
- d. Entity may not share DPS's data with an entity except in accordance with the terms of this Agreement.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Entity must maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing DPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Entity must comply with the following audit trail procedures:

- a. Entity information systems that process DPS data will produce an audit trail that records, for all users, the following at a minimum:
 - The identity of each person and device that accesses or attempts to access the system or application
 - Start-up and shutdown of the audit functions
 - Successful use of the user security attribute administration functions
 - All attempted uses of the user security attribute administration functions
 - Identification of which user security attributes have been modified
 - Successful and unsuccessful logons and logoffs
 - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
 - Changes in user authenticators
 - Blocking or blacklisting user IDs, terminals, or access ports
 - Denial of access for excessive logon attempts
 - System access by privileged users (privileged activities at the system, either physical or logical consoles) and other system-level access by privileged users). Users may not have administrative privileges to local systems unless the systems are standalone.
 - Starting and ending times for each access to the system.

- b. For analysis purposes, Entity must retain audit trails for at least one year or in accordance with Entity security policy, whichever is longer.
- c. All audit trails must be protected from actions such as unauthorized access, modification, and destruction that would negate their forensic value.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Entity must comply with the following logical access controls:

- a. The identity of the user must be established before access to DPS data is granted.
- b. Users will have access only to data to which they are entitled (the principle of least privilege will be enforced).
- c. Entity information systems processing DPS data will automatically disconnect or otherwise deny access to a user after three failed logon attempts.
- d. Entity information systems processing DPS data will initiate a session lock or termination after a maximum of 30 minutes of inactivity and require the user to reauthenticate to regain access.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Entity must comply with the following password management for access to DPS information:

- a. Password management must meet the requirements of DPS security policy at minimum; however, Entity is authorized to implement password requirements that exceed DPS security policy. To comply with DPS security policy, passwords must:
 - (1) Be a minimum length of 8 characters;
 - (2) Contain a mix of upper and lower case characters, numeric characters, and special characters;
 - (3) Not be a dictionary word or proper name;
 - (4) Not be the same as, or contain, the User ID;
 - (5) Expire within a maximum of 90 calendar days;
 - (6) Not be identical to the previous 10 passwords;
 - (7) Never be displayed in clear text on the screen; and never be written down and stored physically.
- b. Passwords considered re-usable must be encrypted during transmission.
- c. Passwords must be stored in an encrypted form in a protected password file to ensure confidentiality.

- d. If the security of a password is in doubt, the password must be changed immediately.

2.9 Software Security

Entity must use anti-virus protection software. Entity must manage the anti-virus protection software to include upgrades, updates, modifications, corrections, patches, plugins, etc., that may be required to keep the software current and effective.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Entity must comply with the following telecommunication security requirements:

- a. All data must be protected during transmission in compliance with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*
- b. All passwords must be protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*

2.11 Media Security

Entity must apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive or confidential data: media containing sensitive or confidential data must be labeled with the appropriate data classification (e.g., Sensitive, Confidential). Prior to release or disposal, electronic media containing sensitive or confidential data must be completely erased or destroyed using DPS authorized methods, which align with CJIS Security Policy section 5.8.3.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of DPS information. Entity must comply with the following incident response policy:

- a. In the event of a confirmed security incident, *Entity* must notify the DPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any DPS data.
- b. If a security incident is suspected, but not yet confirmed, Entity must notify the DPS Chief Information Security Officer (CISO) in writing within 24 hours of discovering the potential incident or being notified of a potential incident that involves any DPS data.
- c. In the event of a security incident where Entity has detected or confirmed an intrusion,

the DPS CISO, or the CISO's designated agent, will have authority to suspend the transmission of any DPS data to *Entity* until it has proven recovery to a secure state that can ensure the confidentiality of DPS data. In addition, Entity must also promptly provide DPS with a copy of any incident reports involving DPS data.

2.13 Training and Awareness

Entity must ensure that all Entity end users receive initial and annual DIR-certified security awareness training. In addition, Entity must ensure all users (persons and entities) sign the Rules of Behavior Agreement, Attachment B, prior to those users having access to any DPS data.

3.0 Roles and Responsibilities

3.1 Entity Responsibilities

Entity must:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Provide proof of compliance with security documents when requested to do so by DPS.
- c. Ensure appropriate protection of all security documents.
- d. Maintain copies of signed Rules of Behavior for every authorized user.
- e. Have complete responsibility for all cyber security controls.
- f. Have complete responsibility for encryption of all system components in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
- g. Maintain all logical access controls and password management.
- h. Maintain all system software, anti-virus protection, encryption, and operating systems, to include all upgrades, updates, patches, plugins, etc.
- i. Only grant users access to data they need to perform their official functions.
- j. Not share DPS's data outside Entity unless otherwise authorized under this Agreement.
- k. Ensure that it, and any entity that it shares DPS's data with, complies with the requirements in this data agreement if Entity shares or sells DPS' data.
- l. Report any security breaches involving Entity (or shared entity or users) to the DPS CISO.
- m. Implement the necessary procedures to ensure that Entity is secure from any unauthorized use.
- n. Ensure that any individual requesting access to DPS data is authorized to receive it. Unauthorized request or receipt of data could result in criminal proceedings brought against the Entity and the individuals or entities involved.
- o. Ensure all users complete the required security awareness training prior to access, and annually thereafter.
- p. Disseminate user manuals and other related publications as required.
- q. Conduct investigations relating to possible fraud, waste, and abuse.

3.2 DPS Responsibilities

DPS will:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Ensure appropriate protection of all security documents.
- c. Maintain communication with *Entity* to ensure operational needs are being met.
- d. Manage security incident assessment and response.

ATTACHMENT D

Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050

Texas Transportation Code § 730.014 imposes additional requirements for Entities who purchase Driver Records in the bulk format under Texas Transportation Code § 521.050. These include the posting of a performance bond and providing proof of general liability and cyber-threat insurance coverage. The bond and insurance requirements do not apply to a governmental entity.

1.0 Bond for Bulk Record Purchase (not applicable to governmental entities)

A performance bond in the amount of \$1,000,000 will be required before Entity can receive Driver Records in the bulk format under Texas Transportation Code § 521.050. Said bond will be solely for the protection of the State of Texas.

2.0 Insurance (not applicable to governmental entities)

Entity must provide proof of at least \$3,000,000 in general liability and cyber-threat insurance coverage, but notwithstanding that minimum, the coverage must be reasonably related to the risks associated with unauthorized access and use of the Driver Records.

Entity must provide proof of and maintain for the term of the Agreement no less than the minimum insurance coverage specified. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS does not accept "self-insurance" coverage.

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

Entity must:

- A. provide all required written documentation under this section to DPS.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all the risks associated with unauthorized access and use of the Driver Records. There must be sufficient coverage to cover any losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Entity under or as a result of this Agreement. This includes response required under Tex. Bus. & Com. Code Chapter 521.
- C. ensure that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Entity's obligations under the Agreement.
- F. obtain and maintain insurance policies that provide coverage for Entity's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Agreement.

3.0 Notice of Breach

If Entity experiences a breach of system security as defined by Texas Business & Commerce Code § 521.053 that includes data obtained under Texas Transportation Code § 730.007, Entity must notify DPS of the breach not later than 24 hours after the discovery of the breach.

4.0 Annual Report to DPS of Resell and Re-disclosure

Entity must annually provide to DPS a report of all third parties to which the personal information was sold or disclosed under this section and the purpose of the resell or re-disclosure.

5.0 Prohibition on Resell or Re-disclosure for Marketing Vehicle Warranties

Entity may not resell or re-disclose Driver Records for the purpose of marketing extended vehicle warranties.

Commissioners Court - Regular Session**15.****Meeting Date:** 01/30/2024

Funding for Expo Center Signage

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on funding a \$11,916.50 signage proposal from the Williamson County Community Facility Fund for the naming of the "***Judge Dan A. Gattis Pavilion***" at the Williamson County Exposition Center.

Background

On December 12, 2023, the Williamson County Commissioners Court approved the naming of the Williamson County Exposition Center Pavilion, the "***Judge Dan A. Gattis Pavilion***." The attached proposal was solicited for the design, fabrication and installation of two signs, one each to be installed above the east and west facing entrances of the Pavilion.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signage mockup

Expo Center Signage Cost Estimate

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 08:53 AM

Started On: 01/24/2024 12:40 PM

Judge Dan A. Gattis Pavilion

Mock up



Current West facing view



Current East facing view





1822 Barnett Dr.
Weatherford, TX 76087
P: 817-560-9965
WOB - Fed

Project

WILLIAMSON COUNTY PAVILION SIGNAGE RENAMING

Date: 1/10/24
P15096-24
Carl Brooks
cbrooks@benchmarksigns.biz
Ext 101
Page 1 of 3

Quantity	Unit	Size	Description	Unit Price	Subtotal	TOTAL
			GENERAL NOTE: BENCHMARK SIGNS HAS MADE EVERY EFFORT TO MAKE A REASONABLE INTERPRETATION OF THE PLANS AND SPECS AND RESERVES ITS RIGHT TO REPRICE ANY ITEM LISTED BELOW BASED ON THE ARCHITECT AND OWNER'S TRUE INTENT OF THE CONSTRUCTION DOCUMENTS WHICH MAY DIFFER FROM THE DESCRIPTIONS BELOW.			
			WILLIAMSON COUNTY PAVILION FACILITY			
			PRICING IS BASED ON A 2024 COMPLETION.			
		1. PRICING IS FIRM THROUGH 12/31/2024. PRICING WILL ESCALATE 8% BEGINNING 1/1/2025. 2. PRICING IS BASED ON SIGNS BY BENCHMARK SIGNS.				



1822 Barnett Dr.
Weatherford, TX 76087
P: 817-560-9965
WOB - Fed

Project

WILLIAMSON COUNTY PAVILION SIGNAGE RENAMING

Date: 1/10/24
P15096-24
Carl Brooks
cbrooks@benchmarksigns.biz
Ext 101
Page 2 of 3

			WALL SIGNS BY BENCHMARK SIGNS			
			SCOPE OF WORK: REMOVE THE EXISTING LETTERS, SILICONE THE HOLES AND INSTALL NEW WALL SIGN AT TWO LOCATIONS			
2	ea.	106" X 24" X 2"	2" DEEP PAINTED PAN SIGN WITH 1/8" FACEWOTH 8" X 3/8" PAINTED ALUMINUM LETTERS, CLIP MOUNTED TO WALL, TEXT:Judge Dan A. Gattis Pavilion (upper and Lower Case)	\$4,982.00	\$ 9,964.00	\$ 9,964.00
1	ls		Submittals, Color Samples, Set-up Fees, S&H, One Trip Charge to Install all Work Listed Above.	\$ 1,952.50	\$ 1,952.50	\$ 1,952.50
			TOTAL: BASE BID - MATERIALS, EQUIPMENT, AND LABOR - COMPLETION BY FY 2024		\$ 11,916.50	\$ 11,916.50

INCLUDES:

1)	PRICING INCLUDES MATERIALS LABOR, EQUIPMENT TO INSTALL ALL WORK LISTED ABOVE.
2)	THIS PROPOSAL INCLUDES UP TO 1 EA. MOVE INS FOR BASE BID WORK ONLY. ADDITIONAL MOVE INS WILL COST \$950.00 PER TRIP.
3)	STAND BY TIME, WAITING FOR OTHERS, WILL BE BILLED AT \$250.00 PER HOUR
4)	BENCHMARK SIGNS CURRENT INSURANCE COVERAGES: (\$1M- EACH OCCURRENCE, \$5M-GENERAL AGGREGATE, \$2M PRODUCTS COMP/ OP AGG, \$1M PERSONAL INJURY) APPLY. ADDITIONAL COVERAGES CAN BE PROVIDED FOR AN ADDITIONAL CHARGE.
5)	PAY APPLICATIONS SUBMITTED ON AIA 702, 703 FORMS.
6)	PRICING ABOVE INCLUDES THE COST FOR (1 EA.) ORIGINAL SUBMITTAL AND (1 EA.) REVISIONS THAT ARE NOT THE FAULT OF BENCHMARK SIGNS. EACH ADDITIONAL RE-SUBMITTAL, NOT THE FAULT OF BENCHMARK SIGNS WILL BE BILLED AT \$75.00 PER HOUR.
7)	

EXCLUSIONS:

1)	TAXES (8.25%) AND BOND (5%)
2)	WOOD BLOCKING OR STRUCTURAL STEEL SUPPORT FOR THE WALL SIGNS



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WOB - Fed

Project

WILLIAMSON COUNTY PAVILION SIGNAGE RENAMING

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P15096-24
Carl Brooks
cbrooks@benchmarksigns.biz
Ext 101
Page 3 of 3

3)	ANY INTERIOR AND EXTERIOR SIGNS NOT LISTED ABOVE.					
NOTES:						
1)	IF ACCEPTED, THIS PROPOSAL SHALL BECOME A PART OF THE CONTRACT OR PURCHASE ORDER.					
2)	PRICES WILL ESCALATE 8% ON JANURARY 1, 2025, AND 8% EVERY JANUARY 1ST. THEREAFTER. IN ADDITION, BENCHMARK SIGNS RESERVES THE RIGHT TO ADJUST OUR PRICING DUE TO UNFORESEEN ECONOMIC CIRCUMSTANCES IN TODAYS MARKET.					
3)	THIS PROPOSAL MUST BE ACCEPTED NO LATER THAN 30 DAYS AFTER BID DATE.					
4)						
			ALL INFORMATION IN THE PROPOSAL IS CONFIDENTIAL AND FOR THE SOLE USE BETWEEN BENCHMARK SIGNS AND THE CUSTOMER AND MAY NOT BE SHARED OUTSIDE WITH ANY PARTY.			

Commissioners Court - Regular Session**16.****Meeting Date:** 01/30/2024

Approval of Agreement for Software Subscription and Services from Yooz 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 Agreement #2024102 between Williamson County and Yooz for Gold edition Accounts Payable annual automation subscription and support services for a 12-month period for a total amount of \$36,000.00, and authorize the execution of the agreement. Three quotes were obtained for this off-contract purchase.

Background

Yooz Accounts Payable Automation Software Solution will provide streamlined automation and efficiencies to the Williamson County Accounts Payable department in their daily processing of large volumes of invoices and payments, while also providing these added benefits:

- reduction of Manual Invoice/Payment Processing Costs;
- reduction of payment errors due to Lack of Visibility;
- reduction in Late Payments;
- reduction in the Cycle Time for Invoice processing;
- better and more efficient planning.

This purchase has been approved by Information Systems, Budget, Contract Audit and General Counsel.

Funding Source is 01.0100.0503.004505, as per FY24 budget. The department point of contact is Minnie Beteille. Form 1295 is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Yooz Gold Edition Agreement

Form 1295 Yooz

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 03:09 PM

01/25/2024 08:47 AM

Started On: 01/22/2024 01:32 PM



Subscription Form

Contract reference

Prepared by

Liz Hysell

Customer identification

Client number

Organization name

Invoicing address

WILLIAMSON COUNTY

WILLIAMSON COUNTY, 710 MAIN STREET, GEORGETOWN, TEXAS 78626, UNITED STATES

EIN

Contact

Contact's mobile phone

Tammy MCCULLEY - tmcculley@wilco.org

Yooz administrator

First name

Last name

Job title

Phone

Email

Billing contact

First name

Last name

Job title

Phone

Email

Subscription

Product	Code	List unit price (USD)	Sales unit price (USD)	Qty	Amount (USD)
Yooz Gold Edition 3000	YGE-3000	\$4,260.00	\$3,000.00	1.00	\$3,000.00
Add-on Attachment Yooz Gold Edition 3000	YGE-AT-3000	\$639.00	\$0.00	1.00	\$0.00
Total					\$3,000.00
Sales tax rate					0.00%
Taxes					\$0.00
Total amount					\$3,000.00

Additional document (USD): \$1.70

Services

Product	Code	List unit price (USD)	Sales unit price (USD)	Qty	Amount (USD)
PS - Yooz General Configuration: 1.0 day	PS-Configuration-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - Accounting Export File Development: 1.0 day	PS-ExportFileDev-X800	\$1,500.00	\$0.00	1.25	\$0.00
PS - Masterdata Import: 1.0 day	PS-Masterdata-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - PO integration from ERP: 1.0 day	PS-PO-INT-X800	\$1,500.00	\$0.00	1.50	\$0.00
PS - Web Training: 1.0 day	PS-Training-W800	\$1,500.00	\$0.00	0.75	\$0.00
PS - Workflow Design & Configuration: 1.0 day	PS-Workflow-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - Project Functional Analysis: 1.0 day	PS-Analysis-X800	\$0.00	\$0.00	2.50	\$0.00
PS - Testing & GoLive Assistance: 1.0 day	PS-TestingGoLive-X800	\$1,500.00	\$0.00	1.25	\$0.00
PS - Feedback File Assistance: 1.0 day	PS-FeedbackFile-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - SSO Configuration: 1.0 day	PS-SSO-X800	\$1,500.00	\$0.00	1.00	\$0.00
Total					\$0.00
Sales tax rate					0.00%
Taxes					\$0.00
Total amount					\$0.00

Additional information

New client promotion - subscription and one-time fee discount expires EOB 01/26/2024.

Subscription and one-time service fees billed upon signature.

Customer will receive next annual bill 6/1/2025.

4.1.3 Consulting Services: Strike "Any Consulting Services ordered but not utilized will be fully invoiced to Customer, unless the non-utilization of the said Consulting Services is exclusively attributable to Yooz."

5.5 Service Level: "If Customer has paid upfront for a full year of Service, any Service Level discount will by the choice of the Customer be provided as a refund check, or applied as a credit to the Customer's next annual upfront payment."

7.4 Special Indemnity: Strike through section in total

8.3 Terms of Payment: Strike "Invoices are due within thirty (30) days of the invoice date" and replaced with "Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code."

10.1 Termination: "After the initial Commitment Period of twelve (12) months, either Party may terminate the Contract for any reason and at any time, providing a sixty (60) day (2) month notice, with effect from the end of the calendar month in which the last day of the notice period following receipt of such notice falls."

11.2 Publicity: "Yooz shall not use Customer's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Customer's prior written approval."

11.3 Assignment: "Neither Party not assign or transfer in any way the rights or obligations under the Contract without the other Parties prior express written consent, and any such purported assignment without consent shall be void ab initio."

11.6 Choice of law and choice of forum: "The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of Texas. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

Notwithstanding the foregoing, any Party may seek injunctive relief in any federal or state court sitting in Williamson County, Texas having jurisdiction thereof, and each of the Parties consents to the exclusive jurisdiction of such state or federal court sitting in Williamson County, Texas for injunctive relief. The language of the proceedings and communications conducted therein shall be in English. The Parties further waive any objection to venue in such courts and any objection based on forum non-conveniens."

11.11 No Waiver of Sovereign Immunity; Customer Indemnification : "Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the Customer. The Parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless Yooz for any reason are hereby deleted."

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

give Yooz reasonable advance notice of intended audits. "

11.13 Public Information: "Yooz understands that Customer will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other materials in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act."

Conditions

Subscription first billing date 6/1/2024
Invoicing schedule Annual billing upfront
Payment method ACH

Billing for Consulting Services is at time of order.

THE SERVICES ARE PROVIDED BY YOOZ INC., 8951 CYPRESS WATERS BOULEVARD, SUITE 170, DALLAS, 75019, USA. BY SIGNING THIS SUBSCRIPTION FORM, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS OF SERVICE: <https://www.getyooz.com/us/terms/>.

Signature

In witness whereof, the parties have caused this Contract to be executed by their duly authorized officers as of the effective Date hereinafter set forth.

Date

Customer Name Title
WILLIAMSON COUNTY

Signature

Yooz Inc. 2024-01-20 | 12:00 AM GMT
Name Laurent CHARPENTIER
Title Chief Executive Officer

Signature

DocuSigned by:
Laurent CHARPENTIER
647F1BF37BD0434...

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.

Yooz
Irving, TX United States

Certificate Number:
2024-1112726

Date Filed:
01/17/2024

Date Acknowledged:

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.

2024102
Gold edition AP automation subscription

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

James F Lysinger

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.

Yooz
Irving, TX United States

Certificate Number:
2024-1112726

Date Filed:
01/17/2024

Date Acknowledged:
01/17/2024

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.

2024102
Gold edition AP automation subscription

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

Commissioners Court - Regular Session**17.****Meeting Date:** 01/30/2024

Approval of Amendment #1 for Contract #23RFP101 Solid Waste and Recycling Services for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Amendment #1 between Williamson County and Texas Disposal Systems Inc, regarding RFP# 23RFP101 Solid Waste and Recycling Services and authorizing execution of the agreement.

Background

Williamson County and Texas Disposal Services have agreed to remove the City of Round Rock locations, which are serviced by the city's franchised contractor per City Ordinance, within the scope of services for Contract #23RFP101 Solid Waste and Recycling Services. The funding sources are: 01.0100.0509.4430 and 01.0200.0210.004991. Department point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment #1
Original Contract 2023
1295 Form Texas Disposal Services

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/24/2024 03:01 PM
01/25/2024 08:42 AM
Started On: 01/19/2024 11:36 AM

**AMENDMENT TO
WILLIAMSON COUNTY
SERVICE CONTRACT
(Texas Disposal Systems Inc.)**

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 WILLIAMSON COUNTY SERVICES 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 **Texas Disposal Systems Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties.

RECITALS

WHEREAS, the County and Service Provider previously executed that certain Service Contract for Solid Waste and Recycling Services (the "Contract"), being dated effective November 21, 2023, wherein Service Provider agreed to perform solid waste collection at various collection sites;

WHEREAS, pursuant to Section XXI, the terms of the Contract may be modified by a written amendment executed by both parties;

WHEREAS, Attachment C of the County's solicitation documents for 23RFP101 Solid Waste and Recycling Service, which is incorporated into the Contract by reference ("Attachment C"), identifies the collections sites under the Contract;

WHEREAS, the parties wish to amend the list of collection sites;

WHEREAS, it has become necessary to modify and amend the Contract in accordance with the provisions thereof;

AGREEMENT

NOW, THEREFORE, the County and Service Provider agree that the Agreement is amended and modified as follows:

- I. Attachment C shall be replaced by the Amended Collection Site Locations, attached hereto as "Exhibit C.1."

- 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 has not been specifically amended herein, shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and Service Provider have executed this Amendment, in duplicate, to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

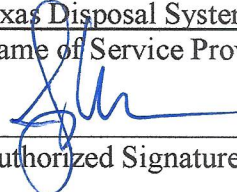
County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Texas Disposal Systems Inc

Name of Service Provider



Authorized Signature

Jay Howard

Printed Name

Date: January 19, 20

Exhibit C.1
Amended Collection Site Locations

Current Services										Respondent Price									
Building#	Building Name	Address	City	Qty	Container Size	Frequency Rate	Collection Week or Monthly	Type of Waste	Qty	Size	Frequency Rate	Collection Week or Monthly	Rental	Price Per Collection	Price Per Month	Annual % increase	Scheduled Start Date with TDS		
1003	Sheriff Office & Jail	608 S Rock Street	Oakgrovetown	1	30 y	2	Month	Compactor	130 y		2	Month	\$350	\$	800.00	\$	1,850.00	N/A	1/1/2024
1028	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	2	20 cy	2	Month	Roll-off	270 cy		2	Month		\$	725.00	\$	2,500.00	N/A	7/22/2024
1032	Cedar Park Annex	550 Discovery Blvd	Cedar Park	1	8 cy	2	Week	Regular	16 cy		2	Week		\$	54.85	\$	478.32	N/A	4/18/2024
1062	Hutto Condo	321 Ed Schmitt Blvd	Hutto	3	85 g	1	Week	Regular	395 g		1	Week		\$	28.84	\$	376.22	N/A	2/1/2024
1075	Gun Fence	76180 Gun Range	Hutto	1	8 cy	1	Week	Regular	16 cy		1	Week		\$	41.31	\$	179.01	N/A	1/1/2024
1075	Sheriff Office Training Center	8169 Chandler Road	Hutto	1	8 cy	1	Week	Regular	16 cy		1	Week		\$	41.31	\$	179.01	N/A	5/8/2024
1081	Liberty Hill Annex - CSO	3803 FM 1889	Liberty Hill	1	85 g	1	Week	Regular	2195 g		1	Week		\$	28.84	\$	250.81	N/A	1/28/2024

Proposed services shall meet or exceed current service

Listed above are locations for immediate services

	Monthly	Annual
Facilities Total:	\$ 5,322.43	\$ 63,869.12
CMP Total:	\$ 2,800.00	\$ 34,000.00
Total:	\$ 6,222.43	\$ 97,869.12

WILLIAMSON COUNTY
SERVICE CONTRACT
(Texas Disposal Systems Inc.)

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents** which are incorporated herein.

Should the County choose to add services in addition to those described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

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 September 30, 2025 ("Initial Contract Term").

At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to four (4) additional one-year terms, with the terms and conditions remaining the same. The total period of the Contract, including all renewals, will not exceed six (6) years.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in the **Service Fee Details** which is incorporated herein as **Exhibit A**.

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

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

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

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

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION: SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENT'S EMPLOYEES FROM, AND AGAINST, ALL CLAIMS, LIABILITY, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF SERVICE PROVIDER, ITS

AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SERVICE PROVIDER OR ANY OF SERVICE PROVIDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO SERVICE PROVIDER'S AND THE COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS, AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SERVICE PROVIDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THEFT. SERVICE PROVIDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY FROM ITS OFFICIALS, EMPLOYEE, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER, CAUSED TO ANY PERSON, OR THE PROPERTY OF ANY PERSON, OCCURRING IN RELATION TO THE SERVICE PROVIDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SERVICE PROVIDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGEMENTS TO THE COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE THE COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF THE COUNTY REQUIRED BY SERVICE PROVIDER IN THE DEFENSE OF EACH MATTER. SERVICE PROVIDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S), UNLESS OTHERWISE AGREED BY THE COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, THAT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF THE COUNTY, SERVICE PROVIDER SHALL NEVERTHELESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT OR ACTION, PROCEEDING, LIEN OR JUDGEMENT, UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF SERVICE PROVIDER ARE NOT AN ISSUE IN THE MATTER.

SERVICE PROVIDER'S INDEMNIFICATION SHALL COVER, AND SERVICE PROVIDER AGREES TO, INDEMNIFY THE COUNTY, IN THE EVENT THE COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED THE SERVICE PROVIDER TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SERVICE PROVIDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SERVICE PROVIDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

VII.

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

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will

pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. The County's solicitation documents for **23RFP101 Solid Waste and Recycling Services**;
- B. Service Provider's responsive documents for **23RFP101 Solid Waste and Recycling Services (including the Revised Exceptions)**;
- C. TDS Service Fee Details, being marked as **Exhibit A**; and
- D. 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 TO FOLLOW]

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

WILLIAMSON COUNTY:

Authorized Signature

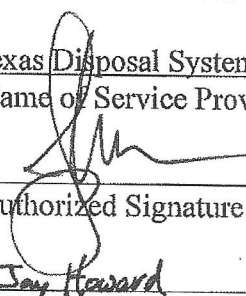
County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Texas Disposal Systems Inc.

Name of Service Provider



Authorized Signature

Jay Howard

Printed Name

Date: November 1, 2023

Current Services													Respondent Price			
Building#	Building Name	Address	City	Qty	Container Size	Frequency Rate	Collection Week or Monthly	Type of Waste	Qty	Size	Frequency Rate	Collection Week or Monthly	Rental	Price Per Collection	Price Per Month	Annual % increase
1005	Round Rock A & B	211 Commerce Cove	Round Rock	1	8 cy	2	Week	Regular	1	8 cy	2	Week		\$ 54.96	\$ 476.32	N/A
1008	Sheriff Office & Jail	508 S Rock Street	Georgetown	1	30 y	2	Month	Compactor	1	30 y	2	Month	\$350	\$ 800.00	\$ 1,950.00	N/A
1009	Justice Center	405 MLK	Georgetown			1	Week	Recycling	1	8 cy	1	Week		\$ 88.16	\$ 382.03	N/A
1026	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	2	20 cy	2	Month	Roll-off	2	20 cy	2	Month		\$ 725.00	\$ 2,900.00	N/A
1026	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	1		1	Week	Recycling	1	8 cy	1	Week		\$ 88.16	\$ 382.03	N/A
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	1	8 cy	2	Week	Regular	1	8 cy	2	Week		\$ 54.96	\$ 476.32	N/A
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1033	Taylor Annex	412 Vance Street	Taylor	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1043	Inner Loop Annx	301 SE Inner Loop	Georgetown	1		2	Month	Recycling	1	8 cy	2	Month		\$ 143.50	\$ 287.00	N/A
1062	Hutto Condo	321 Ed Schmidt Blvd	Hutto	3	95 g	1	Week	Regular	3	95 g	1	Week		\$ 28.94	\$ 376.22	N/A
1066	Round Rock Jester	1801 Old Settlers Blvd	Round Rock	8	8 cy	1	Week	Regular	8	8 cy	1	Week		\$ 43.39	\$ 1,504.19	N/A
1066	Round Rock Jester	1801 Old Settlers Blvd	Round Rock	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1073	TX Ave/WCCHD	355 Texas Avenue	Round Rock	1	8 cy	2	Week	Regular	1	8 cy	2	Week		\$ 54.96	\$ 476.32	N/A
1073	TX Ave/WCCHD	355 Texas Avenue	Round Rock	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1075	Gun Range	W319Q (Gun Range)	Hutto	1	8 cy	1	Week	Regular	1	8 cy	1	Week		\$ 41.31	\$ 179.01	N/A
1075	Sheriff Office Training Center	8160 Chandler Road	Hutto	1	8 cy	1	Week	Regular	1	8 cy	1	Week		\$ 41.31	\$ 179.01	N/A
1078	EMS Training	3189 SE Inner Loop	Georgetown	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
180	Georgetown Annex	100 Wilco Way	Georgetown	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1081	Liberty Hill Annex - CSCD	3803 FM 1869	Liberty Hill	1	95 g	1	Week	Regular	2	95 g	1	Week		\$ 28.94	\$ 250.81	N/A
1082	Public Safety	1781 E Old Settlers Blvd	Round Rock	1	95 g	1	Week	Regular	1	95 g	1	Week		\$ 28.94	\$ 125.41	N/A
1082	Public Safety	1781 E Old Settlers Blvd	Round Rock	1		1	Week	Recycling	1	8 cy	1	Week		\$ 88.16	\$ 382.03	N/A

Proposed services shall meet or exceed current service

Listed above are locations for immediate services

	Monthly		Annual	
Facilities Total:	\$	8,716.69	\$	104,600.24
CMF Total:	\$	2,900.00	\$	34,800.00
Total:	\$	11,616.69	\$	139,400.24

Trash		
Size	Price Per Collection	Annual % increase
Cart	\$ 28.94	0%
3 cy	\$ 31.38	0%
4 cy	\$ 34.62	0%
6 cy	\$ 41.31	0%
8 cy	\$ 43.38	0%

Roll-off		
10 cy	\$ 574.00	0%
20 cy	\$ 725.00	0%
30 cy	\$ 818.00	0%
40 cy	\$ 910.00	0%
RO Rental*	\$10 per day	0%
RO Delivery *	\$ 223.00	0%
Tons Over 6	\$ 85.00	0%

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

Recycle		
Size	Price Per Collection	Annual % increase
Cart	\$ 28.94	0%
3 cy	\$ 71.54	0%
4 cy	\$ 75.23	0%
6 cy	\$ 83.54	0%
8 cy	\$ 88.15	0%

Roll-off		
10 cy	\$ 456.00	0%
20 cy	\$ 492.00	0%
30 cy	\$ 559.00	0%
40 cy	\$ 627.00	0%
RO Rental*	\$10 per day	0%
RO Delivery *	\$ 223.00	0%

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

Organic Collection - Master Gardeners - bags only	
Call in service (as needed)	
Bag #	Price
1 - 20	\$ 165.00
21 - 40	\$ 230.00
41 +	add \$3.50 per additional bag

1. Bulky items that the County collects, those can be taken to the Georgetown Transfer Station if it is convenient for you. The address and fee schedule can be found here: <https://www.texasdisposal.com/gate-rates/>

2. Regarding organics collection for the Master Gardeners, unfortunately the only way I have to service that would be the bag scenario that we discussed because I don't have organics dumpster routes in the area. The pricing would be as follows:

a. Call in service (as needed): 1-20 bags = \$165, 21-40 bags = +\$65, and bags 41 and over = +\$3.50/bag

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.

Texas Disposal Systems, Inc.
Creedmoor, TX United States

Certificate Number:

2024-1115420

Date Filed:

01/24/2024

Date Acknowledged:

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

Williamson County Purchasing Department

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.

23RFP101
Solid Waste Service Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gregory , Bobby	Creedmoor, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Stefanie Quimby, and my date of birth is .

My address is 12200 Carl Road, Creedmoor, TX, 78610, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 24th day of January, 20 24.
(month) (year)

Stefanie Quimby
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.

Texas Disposal Systems, Inc.
Creedmoor, TX United States

Certificate Number:
2024-1115420

Date Filed:
01/24/2024

Date Acknowledged:
01/24/2024

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

Williamson County Purchasing Department

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.

23RFP101
Solid Waste Service Contract

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

Commissioners Court - Regular Session**18.****Meeting Date:** 01/30/2024

New Wilco HQ (P577) – Marmon Mok PSA1-A1-SA1

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with Marmon Mok for the New Williamson County Headquarters Facility (P577) for \$39,050.

Background

Due to Owner's request for changes in scope, additional services will be \$39,500. There is no time extension toward termination. Point of contact is Angel Gomez, Sr Project Manager, Facilities Management Department. Funding source if P577.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSA1-A1-SA1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 12:12 PM

01/25/2024 12:56 PM

Started On: 01/25/2024 10:09 AM



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: New Williamson County Headquarters Facility ("Project")

**ARCHITECT/
ENGINEER:**

**Marmon Mok, LP acting by and through its general partner
Marmon Mok Management Group, LLC ("A/E")**
Briant A. Harkiewicz, AIA, LEED AP, Partner
1020 NE Loop 410, Suite 201
San Antonio, TX 78209

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to that certain **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed an **Agreement for Design and Engineering Services** being dated effective **June 28, 2022** ("Agreement");

WHEREAS, County now wishes to **design alternate structural framing and include various technology scopes**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services (referred to herein as “Additional Services”).]

Technology scope to include access control system, cellular DAS system and sound masking system. Also included in the Additional Services will be a alternate structural framing study to be submitted in the 100% Design Development Package.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Thirty-Nine Thousand and Fifty Dollars (\$ 39,050.00).**

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services set out herein on or before **November 2, 2026.**

ARTICLE 4 TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Marmon Mok, LP
Acting by and through its general partner
Marmon Mok Management Group, LLC

By: _____
Signature

Briant Harkiewicz

Printed Name

Partner

Title

Date Signed: 1.25.24

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**19.****Meeting Date:** 01/30/2024

CTTC Storm Repairs (P565) – Change Order 6

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Austin Montgomery d/b/a The Roof Co. Waco, LLC, Change Order No. 6 for the Central Texas Treatment Facility (CTTC) Winter Storm Repairs Project (P565) requiring a time extension for an addition 90 days toward substantial completion for a new date of April 19, 2024. Final Completion shall be on or before May 19, 2024. Funding Source is P565.

Background

This change order is for a time extension only of 90 days due to weather and supply delays. New Substantial Completion date is April 19, 2024. Final Completion shall be on or before May 19, 2024. Department point of contact is Angel Gomez, Sr. Project Manager, Facilities Management. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be P565.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CTTC CO6

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 12:11 PM

01/25/2024 12:43 PM

Started On: 01/25/2024 11:18 AM

Change Order

No. 6

Date of Issuance: 1/25/2024

Project: <u>Wilco CTTC - Repairs (Freeze)</u>	Contract Name: <u>Contract # 0509-20-1042-0409-4987</u>
Owner: <u>Williamson County</u>	
	Date of Contract: <u>6/2/2021</u>
Contractor: <u>The Roof Co. Waco LLC.</u>	Project No.: <u>Wilco CTTC Repairs</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Time Extension

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>776,103.37</u>	Original Contract Times: <u>June 2nd, 2021</u> Substantial completion (days or date): _____ Final Completion (days or date): _____
Contract Price prior to this Change Order: \$ <u>\$1,726,322.52</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>1/20/2024</u> Final Completion (days or date): <u>2/20/2024</u>
Increase/Decrease of Contract Price under this Change Order: \$ <u>0</u>	Increase/Decrease of days under this Change Order: <u>90</u> Substantial completion (days or date): <u>4/19/2024</u> Final Completion (days or date): <u>5/19/2024</u>
Contract Price incorporating this Change Order: \$ <u>1,726,322.52</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>4/19/2024</u> Final Completion (days or date): <u>5/19/2024</u>

NOT EFFECTIVE UNTIL SIGNED BY PROJECT ARCHITECT/ENGINEER, CONTRACTOR AND OWNER. BECOMES EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

Recommended:

Project Architect/Engineer

By: Trenton H. Taylor

Signature: [Signature]

Date: 1/25/24, 20 24

Accepted:

Contactoer

By: Austin Montgomery

Signature: Austin Montgomery

Date: January 25, 2024

Accepted:

Owner:

By: Dale Butler

Signature: [Signature]

Date: 1/25, 20 24

Commissioners Court - Regular Session**20.****Meeting Date:** 01/30/2024

CTTC Generator (445P/445A/2.1) – Change Order 2

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Austin Montgomery d/b/a The Roof Co. Waco, LLC, Change Order No. 2 for the CTTC Generator (ARPA 445P/445A/2.1)) requiring a time extension for an addition 90 days toward substantial completion for a new date of April 1, 2024. Final Completion shall be on or before May 1, 2024. Funding Source is 445P/445A/2.1).

Background

This change order is for a time extension only of 90 days due to supply delays. Substantial Completion shall be April 1, 2024 with Final Completion being on or before May 1, 2024. Department point of contact is Angel Gomez, Sr. Project Manager, Facilities Management. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be 445P/445A/2.1.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CTTC CO2

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 12:11 PM

01/25/2024 12:43 PM

Started On: 01/25/2024 11:27 AM

Change Order

No. 2

Date of Issuance: 1/25/2024

Project: Wilco CTTC - Generator

Contract Name:

Owner: **Williamson County**

Date of Contract: 6/6/2023

Contractor: The Roof Co. Waco LLC

Project No.: Wilco CTTC Generator

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Time extension

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: June 6th, 2023

\$ 286,193.00

Substantial completion (days or date): 9/4/2023

Final Completion (days or date): 10/4/2023

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 324,425.00

Substantial completion (days or date): 1/02/2024

Final Completion (days or date): 2/02/2024

Increase/Decrease of Contract Price under this Change Order:

Increase/Decrease of days under this Change Order: 90

\$ 0.00

Substantial completion (days or date): 4/1/2024

Final Completion (days or date): 5/1/2024

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 324,425.00

Substantial completion (days or date): 4/1/2024

Final Completion (days or date): 5/1/2024

NOT EFFECTIVE UNTIL SIGNED BY PROJECT ARCHITECT/ENGINEER, CONTRACTOR AND OWNER. BECOMES EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

Recommended:

Project Architect/Engineer

By: Trenton H. Jacobs

Signature: [Signature]

Date: 1/25, 2024

Accepted:

Contacto

By: Austin Montgomery

Signature: Austin Montgomery

Date: January 25, 2024

Accepted:

Owner:

By: Dale Butler

Signature: [Signature]

Date: 1/25, 2024

Commissioners Court - Regular Session**21.****Meeting Date:** 01/30/2024

Jail S Boiler Renovations (445P/2.1) – Talex PSA2-Amendment 1

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Design & Engineering Services with Talex, Inc. Engineers for the Jail South Boiler Renovations (445P/2.1) for a time extension to December 13, 2024.

Background

Due to supply and construction delays, the contract is being extended to a new termination date of December 13, 2024. Point of contact is Thomas Crockett, Project Manager, Facilities Management Department.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSA2-A1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 01/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/19/2024 11:17 AM

01/24/2024 10:53 AM

Started On: 01/19/2024 11:07 AM



**AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Jail South Boiler Renovations ("Project")

**ARCHITECT/
ENGINEER:** Talex Inc., Engineers ("A/E")
Thomas R. Alexander, P.E., President
763 Tumbleweed Trail
Lockhart, TX 78644

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to Agreement for Design and Engineering Services ("Amendment No. 1) is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain Agreement for Design and Engineering Services ("Agreement") being dated effective **June 2, 2022**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Production Schedule** under **Exhibit C** of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Exhibit C – Production Schedule

Exhibit C – Production Schedule shall be amended and supplanted by the attached Exhibit C, which is incorporated herein by reference.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

Talex Inc., Engineers

By: T. R. Alexander

Signature

Thomas R. Alexander, P.E.

Printed Name

President, Talex, Inc.

Title

Date Signed: January 19, 2024

COUNTY:

Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Nine Hundred Twenty-Fifty (925) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Effective Date 06/02/22

Phase I-II - DESIGN DESIGN

Preliminary Scope and Budget analysis deliverables	06/16/22
60% Plans, Specifications and Estimate deliverables	07/16/22
County written authorization to proceed to next phase	07/28/22

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	08/27/22
County written authorization to proceed to next phase	09/08/22

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	09/15/22
Plans submittal Permit application submittal to City	09/22/22
Construction Permits received from City	10/22/22

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	10/29/22
County advertises project for Bid	10/06/22
Contract Award	11/04/22

Phase VI - CONSTRUCTION ADMINISTRATION*

Contractor Notice to Proceed	11/11/22
Construction Substantial Completion	10/30/24

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	11/29/24
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All services shall be complete on, or before:	12/13/24
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Commissioners Court - Regular Session**22.****Meeting Date:** 01/30/2024

Authorize Issuing Advertisement for IFB #24IFB33 - Construction of Bud Stockton at FM 487 Traffic Signal 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 Construction of Bud Stockton at FM 487 Traffic Signal, under IFB #24IFB33. Funding Source is P307.

Background

Williamson County is seeking qualified contractors to construct a Traffic and Pedestrian Signal and related signing and pavement markings for Bud Stockton Extension at FM 487. The budgeted amount is \$647,000.00. The Funding Source is P307. The 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: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 02:13 PM

01/25/2024 08:37 AM

Started On: 01/16/2024 04:08 PM

Commissioners Court - Regular Session**23.****Meeting Date:** 01/30/2024

Approval of FINAL Contract Renewal #2 for Contract #22IFB76 Flex Base with Central Texas Stone and Aggregate 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 final extension of contract #22IFB76 Flex Base Materials, renewal period #2, for the same pricing, terms and conditions as the existing contract that was awarded to Central Texas Stone and Aggregate for the 12-month term of March 22, 2024 - March 21, 2025, and authorizing execution of the renewal agreement.

Background

This is the second and final extension to this contract. The Road and Bridge Department has confirmed the vendor met all of the County requirements in this contract and requests renewal. Funding Source: Base & Stabilizer 01.0200.0210.003551. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #2 Form and Price Tab

1295 Form Central Texas Stone & Aggregate

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 02:23 PM

01/25/2024 08:39 AM

Started On: 01/17/2024 03:25 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB76	Department:	ROAD AND BRIDGE						
Vendor Name:	CENTRAL TEXAS STONE AND AGGREGATE								
Purpose/Intended Use of Product or Service (summary):									
RENEWAL #2 (FINAL) FLEX BASE									
Type of Contract:	IFB	Start Date:	03/22/2024						
Purchasing Contact:	KIM CHAPPIUS	End Date:	03/21/2025						
Department Contact:	KELLY MURPHY								
- Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract. - PLEASE INCLUDE THE FOLLOWING: - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. - Extend Contract for the 2nd and final of two (2) one (1) year renewal option periods: <table><tr><td>Renewal Option Period 2</td><td>MARCH 22, 2024 – MARCH 21, 2025</td></tr><tr><td>Renewal Option Period 1</td><td>MARCH 22, 2023 – MARCH 21, 2024</td></tr><tr><td>Initial Contract Period</td><td>MARCH 22, 2022 – MARCH 21, 2023</td></tr></table>				Renewal Option Period 2	MARCH 22, 2024 – MARCH 21, 2025	Renewal Option Period 1	MARCH 22, 2023 – MARCH 21, 2024	Initial Contract Period	MARCH 22, 2022 – MARCH 21, 2023
Renewal Option Period 2	MARCH 22, 2024 – MARCH 21, 2025								
Renewal Option Period 1	MARCH 22, 2023 – MARCH 21, 2024								
Initial Contract Period	MARCH 22, 2022 – MARCH 21, 2023								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE									
Vendor <u>Central Texas Stone & Aggregate</u>		Williamson County, 710 Main St., Georgetown, TX 78626							
Name <u>Cole Bland</u>		Bill Gravell, Jr							
Title <u>Vice President</u>		Williamson County Judge							
Signature <u></u>		Signature _____							
Date <u>12/12/23</u>		Date _____							

Williamson County 22IFB76 IFB Flex Base

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CENTRAL TEXAS STONE & AGGREGATE
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	35,000	TON	\$ 7.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4A	20,000	TON	\$ 7.50
3	Flexible Base, TxDOT Item 247, Type A Grade 4B	45,000	TON	\$ 7.50

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.

CENTRAL TEXAS STONE & AGGREGATE LLC
AUSTIN, TX United States

Certificate Number:

2024-1108636

Date Filed:

01/04/2024

Date Acknowledged:

01/17/2024

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.

22IFB76
FLEX BASE

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 Cole Bland, and my date of birth is .

My address is 13111 Dessau Rd, Austin, TX, 78754, USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 17 day of January, 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**24.****Meeting Date:** 01/30/2024

Diamond 2586 WA1 SA8 On Call Surveying Services

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 8 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to decrease the maximum amount payable to \$244,830.00. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Diamond 2586 WA1 SA8 On Call Surveying Services

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/19/2024 10:28 AM

01/24/2024 10:48 AM

Started On: 01/19/2024 10:14 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 8
TO
WORK AUTHORIZATION NO. 1

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

This Supplemental Work Authorization No. 8 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **May 19, 2020** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby decreased from **\$250,000.00** to **\$244,830.00**.

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

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

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

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

FIRM: Diamond Surveying, Inc.

By: Shane Shafer
Signature

Shane Shafer
Printed Name

President
Title

January 19, 2024
Date

COUNTY: Williamson County

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Commissioners Court - Regular Session**25.****Meeting Date:** 01/30/2024

Diamond 2586 WA7 SA1 CR 313

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for CR 313 East of CR 332 Jarrell. This supplemental is to increase the maximum amount payable to \$79,200.00. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Diamond 2586 WA7 SA1 CR 313

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/19/2024 10:31 AM

01/24/2024 10:50 AM

Started On: 01/19/2024 10:22 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 7

WILLIAMSON COUNTY ROAD & BRIDGE DEPARTMENT
ON-CALL SURVEYING PROJECT:
CR 313 East of CR 332 Jarrell

This Supplemental Work Authorization No. 1 to Work Authorization No. 7 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 7 dated effective March 22, 2023 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).
- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for services under the Work Authorization is hereby increased from \$69,890.00 to \$79,200.00. The revised Rate Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:

COUNTY:

By: 
Signature

By: _____
Signature

Shane Shafer
Printed Name

Bill Gravell, Jr.
Printed Name

President
Title

County Judge
Title

January 17, 2024
Date

Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

Attachment A

Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- D. Provide aluminum caps for iron rods, if applicable.
- E. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

The Following Scope of Services is for three (3) Preliminary Right-of-Way Acquisition Parcels (5-7). And seven (7) Final Land Title Surveys for Right-of-Way Acquisition Parcels 1 – 7. C.R. 313 east of C.R. 332.

Note: Due to unforeseen additional research, deed plots and field work to determine the existing R.O.W. lines of CR 313 and boundary lines of Parcels 1 - 7 and topographic surveys within the survey limits we are seeking additional funds to complete the project.

Scope of Services:

1. Preliminary Surveys (three (3) R.O.W. Parcels) (Parcels 5 – 7): Perform office and field work necessary to prepare Preliminary metes and bounds with sketch for use by Title Company for Commitment for Title Insurance for the tracts of land to be acquired.
2. Final Surveys (seven (7) R.O.W. Acquisition Parcels) (Parcels 1 – 7): Perform office work to review Title Commitment (to be provided by Client) and address any easements or setbacks that may affect the subject tracts. Prepare a Land Title Survey with metes and bounds description with sketch for each tract. Provide County with original signed and sealed paper copies for the Land Title Surveys. Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Attachment D

Rate Schedule

 *Diamond Surveying, Inc.*
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor	\$160.00 per hour
Project Manager	\$140.00 per hour
Project Surveyor.....	\$110.00 per hour
Senior CADD Technician.....	\$125.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$120.00 per hour
2-Man Field Party.....	\$160.00 per hour
3-Man Field Party.....	\$190.00 per hour

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982- 84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued Basis of Estimate

Schedule B Item No. 1: Preliminary Standard Land Surveys – 3 Parcels

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform Research, Deed Plots, Prepare Standard Land Surveys	Sr. CADD Tech	12	Hours	\$125.00	\$1,500.00	
2	Monitor & Review Standard Land Surveys	Project Manager	3	Hours	\$140.00	\$420.00	Subtotal \$1,920.00

Schedule B Item No. 2: Final Land Title Surveys – 7 Parcels

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Address Title Commitment to prepare Final Land Title Surveys	Sr. CADD Tech	34	Hours	\$125.00	\$4,250.00	
2	Set appropriate monumentation for Right-of-Way Acquisition Parcels	3-Man Field Party	8	Hours	\$190.00	\$1,520.00	
3	Monitor & Review Land Title Surveys	Project Manager	7	Hours	\$140.00	\$980.00	
4	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	4	Hours	\$160.00	\$640.00	Subtotal \$7,390.00

Total Amount: \$9,310.00

Commissioners Court - Regular Session**26.****Meeting Date:** 01/30/2024

LRE Water 23RFSQ79 WA1 Groundwater Svcs Trinity Aquifer

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$357,703.00 to expire on December 31, 2024 under Williamson County Contract for Engineering Services between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLRE Water 23RFSQ79 WA1 Groundwater Svcs Trinity Aquifer

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 08:37 AM

01/25/2024 09:15 AM

Started On: 01/23/2024 03:09 PM

WORK AUTHORIZATION NO. 1

**PROJECT: Groundwater Services Relating to the Trinity Aquifer Within Williamson
County East of I-35**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 20, 2023** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **LRE Water, LLC** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$357,703.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2024.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

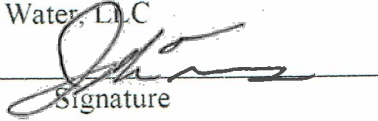
Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

FIRM:

LRE Water, LLC

By: _____


Signature

Jordan Furnans

Printed Name
Vice President - TX Operations

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
WORK AUTHORIZATION No. 1
PROJECT: 23RFSQ79

Services to be Provided by County:

None

ATTACHMENT B

WORK AUTHORIZATION No. 1

PROJECT: 23RFSQ79

Services to be Provided by Firm:

LRE Water, LLC (“The Firm”) will provide the following Professional Services, consisting of tasks that will collectively support the development of a hydrogeologic conceptual model of the aquifers within and underlying Williamson County. Individual subtasks include:

TASK 1A – LITERATURE REVIEW AND DATA COLLECTION

At project onset, select LRE Water team members will perform a comprehensive literature review that examines previously documented geology and groundwater data within Williamson County. Additionally, we will query the following state managed water well databases for all available water well data within Williamson County: TWDB GWDB, TDLR SDR, Texas Commission on Environmental Quality (TCEQ) Public Water Supply Database and TWDB Recorder Well database. We will access to the Bureau of Economic Geology Geophysical Log Facility and Well Record Library where we will obtain geophysical logs and exploratory oil and gas well reports that can be used to examine groundwater resources. The Subsurface Library and other geophysical log repositories within Texas will also be leveraged for additional data resources.

TASK 1B – DIGITIZE AND ASSEMBLE DATA

We will process data available and identified during Task 1A, including: 1) digitization of well reports and tables, 2) georeferencing of maps, and 3) the plotting of well locations based on Texas land survey data. All data will be digitized and projected using the TWDB GAM coordinate system. We will standardize the data by creating excel tables and GIS shapefiles and rasters. All data will be carefully documented and will include metadata which details the data origins and limitations. We will also produce and provide digital copies of all relevant materials.

TASK 1C – DEVELOP AQUIFER STRUCTURE AND STRATIGRAPHY

For the development of aquifer stratigraphy, we will develop the aquifer structure and stratigraphy underlying Williamson County, and will provide relevant details on both the Edwards and Trinity Aquifers. We will subdivide the Trinity Aquifer into corresponding Upper, Middle and Lower Trinity units, by defining the following stratigraphic units from available geophysical log data: Glen Rose Formation, Hensell Sand, Cow Creek Limestone, Pearsall, Hammett Shale, Sligo, and Hosston. We will define possible brackish aquifer units in western portions of the county, and the freshwater Carrizo-Wilcox Aquifer in eastern portions of the county. We will expand this study beyond the Trinity Aquifer to also include the following aquifers within Williamson County: the Edwards, the Hickory Sandstone, and the Carrizo-Wilcox aquifers. We will also review the shallow alluvial aquifer systems within the county and determine if there are other hydrogeologic units with local aquifer potential. We will also identify fault locations, where aquifer properties are likely to be observed.

TASK 1D – DEVELOP THREE-DIMENSIONAL MODEL

Using Leapfrog geologic modeling software, we will develop an interactive three-dimensional model for Williamson County. This model will include the stratigraphic structure developed under Task 1C and also incorporate water well and water level data developed through Task 1B and 1E. This model will provide an additional layer of quality assurance by demonstrating the spatial distribution of aquifer data in a three-dimensional workspace which simultaneously increases data transparency

TASK 1E – DETERMINE WELL COMPLETION

We will review well and aquifer data and determine well completion and screen intervals included within across the water well databases reviewed and assembled in Task 1A and 1B. With this well information, we will use the three-dimensional model (from Task 1D) to efficiently assign the appropriate aquifer to every existing water well across the County. The properly georeferenced and attributed water wells will become part of the Three-Dimensional Model developed under Task 1D.

TASK 1F – AQUIFER HYDRAULIC PROPERTIES

We will gather publicly available test data for wells completed in the Trinity and Edwards aquifers. In addition, we will request data from public water systems in Williamson County with wells completed in the studied aquifers. Additional data may also be available from Certification of Groundwater Availability reports previously submitted to Williamson County with proposed plats. We will analyze the accumulated data to develop estimates of the aquifer conductivity, thickness, and storativity at the locations of wellsites for which such data is available. To develop estimates of aquifer properties for the entire extent of Williamson County, we will utilize interpolation methods.

TASK 1G – WATER LEVELS

Based on the TWDB GWDB, there are 587 water wells with historic water level measurements in Williamson County. LRE Water will compile this data and develop decadal water level data (maps, rasters, and contour surfaces) including the most recent water level measurement on every well in this database. Water levels will be assigned an aquifer based on the results from Task 1E.

TASK 1H – RECHARGE AND EVAPOTRANSPIRATION

Under this task, we will estimate and quantify historical recharge and evapotranspiration across the county. We will utilize methods recently developed by the TWDB and by entities updating the groundwater model spanning the entire GMA-8 region (in which Williamson County is included). We will investigate the applicability of these established recharge models for application in Williamson County, make appropriate updates, and incorporate the results as part of our conceptual model development.

TASK 1I – ESTIMATE PUMPAGE

We will investigate various sources of historical pumpage data from wells within Williamson County to inform our understanding and quantification of the historical pumping timing, locations, and amounts. To develop the pumping datasets for the conceptual model, we will draw upon our team's previous and ongoing experience with TWDB Water Use Survey data, pumping data from local entities, and estimation of pumping from publicly available datasets. For future modeling purposes, we will apply and further refine pumping estimation methods that are based on the publicly available data.

TASK 1J – SURFACE WATER & SPRING FLOW

Spring locations and discharge will be estimated based on information in the TWDB GWDB, a US Geological Survey database of Texas springs (Heitmuller and Reece, 2003; Brune, 1975), and Brune (1975). Recent aerial imagery will be used to confirm spring locations and estimate if they are still active based on vegetation or other indicators, and limited field visits will be made (where access is granted) to confirm location, current condition and estimate flow rate. Cross-formational flow between the Edwards and Trinity aquifers through the Balcones Fault Zone is probable within the study area; we will review the geochemical model and determine where cross-formational flows are occurring in Williamson County

TASK 1K – WATER QUALITY

We will review data from the 449 TWDB GWDB wells for which water chemistry information is provided, as well as review data from other sources identified under Task 1A. We will also review and incorporate into the conceptual model results and conclusions drawn from published hydrogeochemical models for the region. Our team will assess this data and determine if water chemistry data can be correlated to individual aquifer units, determine if there are variations within aquifer units, and define freshwater and brackish water limits discernible throughout the county.

TASK 1L – DEVELOP GEODATABASE AND SUPPLEMENTAL DATA

We will create and provide the County with a geodatabase to serve as the data repository for material developed under this Work Authorization. All digital format data with geographic coordinates or spatial representation developed from Task 1A – 1K will be compiled into a geodatabase. Additional supplemental data as related to rainfall, physiography and climate, soil, and surface hydrology will also be acquired and included in the geodatabase during this task. The geodatabase will conform to the TWDB Geodatabase/Data Model Requirements. We will also follow the Federal Geographic Data Committee recommendations for the reporting of metadata.

TASK 1M – QUALITY ASSURANCE AND QUALITY CONTROL

For all efforts under this Work Authorization, we will implement quality assurance/quality control (QA/QC) procedures that expedite data extraction and processing but also serve to remove opportunities for error introduction. Quality control will be reinforced by implementing statistical data models which identify outlier data points and by reserving budget and staff time to carefully review the deliverables associated with each task.

TASK 1N – DATA DOCUMENTATION (TASK 1 REPORT)

We will develop a conceptual model report that details our Task 1A – 1L analysis and follows the TWDB Conceptual Model Report checklist. We will provide the County with a draft report, and provide the County with 30 days to review the report and provide comments. We will then incorporate all comments into a final conceptual model report (and geodatabase), which will be of form and content suitable for acceptance by TWDB. (Note: we will not submit the report to TWDB for review, unless so directed by the County).

Work Authorization 1 Deliverables:

Leapfrog Three-Dimensional Model

- Leapfrog project file used to develop the Leapfrog viewer module (freeware), with detailed data documentation.
- Leapfrog viewer module, with the following:
 - » (3) reference layers: aerial, streets and political boundaries and surface geology
 - » Hydrogeologic framework as defined by Task 1C.
 - » Water well locations defined by Task 1A with well completion intervals defined by Task 1D.
 - » Current water level and potentiometric surfaces as defined by Task 1G.
- A user manual developed by LRE Water specifically for Williamson County.
 - » (1) in-person or online training session for County staff.

Geodatabase

- (1) Geodatabase as described by Task 1L.

Conceptual Model Report

- Summarizes the project with relevant items discussed in Task 1A – 1L according to the TWDB conceptual model report checklist.
- Provided in electronic format (PDF)

ATTACHMENT C

WORK AUTHORIZATION No. 1

PROJECT: 23RFSQ79

Work Schedule

Tasks performed under Work Authorization 1 will commence immediately upon receipt of notice to proceed. All task efforts shall be completed no later than August 31, 2024, with a draft report provided to the County no later than June 30, 2024.

ATTACHMENT D

WORK AUTHORIZATION No. 1

PROJECT: 23RFSQ79

Fee Schedule

The project budget for Work Authorization No 1. is \$357,703.

Expenses will be based on hours worked by project staff, per the hourly rates listed below.

Note: LRE Water Staff listed below are those most likely to work on the Williamson County Groundwater Services Project. We will utilize other staff (as needed), possibly including staff not hired as of 1/16/2024, and will provide such staff names, classifications, and hourly rates as needed.

<u>Primary LRE Water Staff – TX Operations</u>		
<u>Name</u>	<u>Classification</u>	<u>Rate (\$/hr)</u>
Furnans, Jordan	Project Manager	\$225
Clause, Vince	Senior Project Geologist	\$200
Budd, Theresa	Staff Geologist III	\$185
Darling, Wallace	Staff Geologist I	\$143
Schellhorn, Alex	Project Geologist	\$176
Standen, Allan	Senior Project Geologist	\$220
Swientek, Lauren	Staff Geologist I	\$143
Wade, Kacey	Staff Geologist I	\$137
Wong, Stephanie	Staff Geologist II	\$153
<u>Project Support Staff – TX Operations</u>		
<u>Name</u>	<u>Classification</u>	<u>Rate (\$/hr)</u>
Gilliom, Ryan	Project Geologist	\$169
D' Ambra, Lauren	Staff Geologist I	\$135
Fullmer, Tucker	Technology Specialist II	\$141
Salazar, Tim	Data Scientist II	\$169
Barry, Michael	Project Developer	\$183
Anderson, Hanna	Project Engineer	\$185
Weil, Page	Project Manager	\$220
Bauer, Jacob	Project Geologist	\$220
Barber, Joel	Project Engineer	\$215
Stokes, Scott	Staff Geologist II	\$142

Subcontractor Staff – Staff Rates

<u>Name</u>	<u>Firm/Affiliation</u>	<u>Classification</u>	<u>Rate (\$/hr)</u>
Keester, Mike	KT Groundwater	Senior Geologist	\$250
Webster, Paul	KT Groundwater	Geologist	\$150
Joe Yelderman	Baylor University	Technical Advisor	\$250
Hunt, Brian	UT BEG	Technical Advisor	\$250
Scanlon, Bridget	UT BEG	Technical Advisor	\$250
Nicot, Jean-Phillippe	UT BEG	Technical Advisor	\$250
Flaig, Peter	UT BEG	Technical Advisor	\$250

Commissioners Court - Regular Session**27.****Meeting Date:** 01/30/2024

Final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 2B subdivision – Pct 2

Submitted For: Robert Daigh**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 2B subdivision – Precinct 2.

Background

This is the next section of the Saddleback at Santa Rita Ranch Ph 1 development. It consists of 73 single family lots, 1 open space/drainage/landscape/PUE lot, and 2,867 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$879,487.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-10-03 – initial submittal of the final plat

2023-12-01 – 1st review complete with comments

2024-01-05 – 2nd submittal of final plat

2024-01-17 – 2nd review complete with comments

2024-01-19 – 3rd submittal of final plat with signatures

2024-01-24 – 3rd review complete with comments clear

2024-01-25 – final plat placed on the January 30, 2024 Commissioners Court agenda for approval

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Saddleback at SRR Ph 1 Sec 2B

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/25/2024

Reviewed By

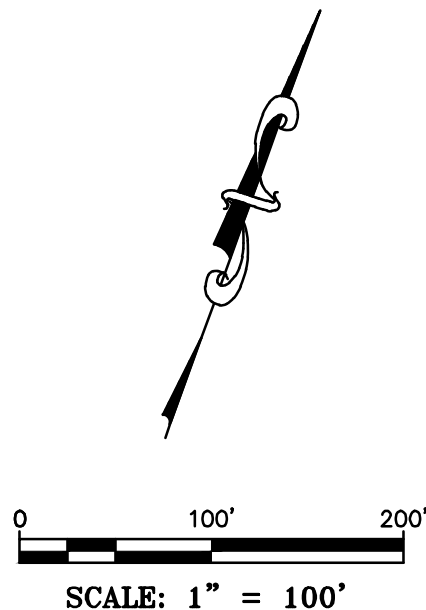
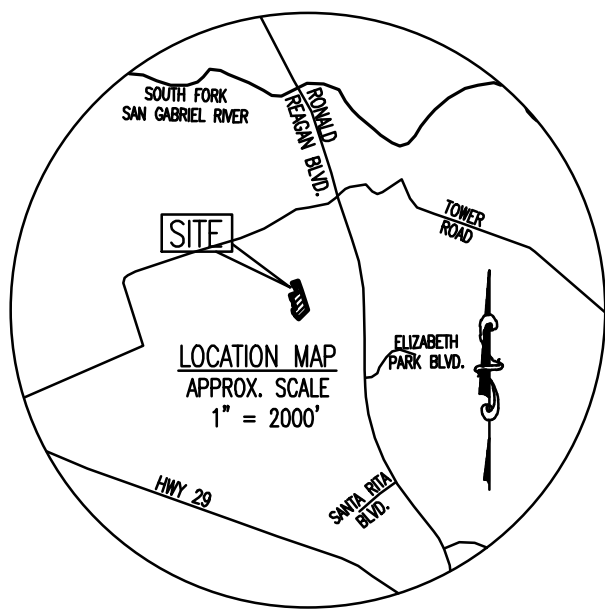
Becky Pruitt

Date

01/25/2024 12:47 PM

Started On: 01/25/2024 11:52 AM

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B
FINAL PLAT



LEGEND

●	1/2" CAPPED IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)	D.E.	DRAINAGE EASEMENT
○	1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"	B.S.L.	BUILDING SETBACK LINE
		1	LOT NUMBER
		Ⓐ	BLOCK DESIGNATION
	100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14	O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT		
W.Q.E.	WATER QUALITY EASEMENT		
L.S.E.	LANDSCAPE EASEMENT		
O.S.	OPEN SPACE		

ORIGINAL SUBMITTAL DATE: OCTOBER 3, 2023

TOTAL ACREAGE: 12.942 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

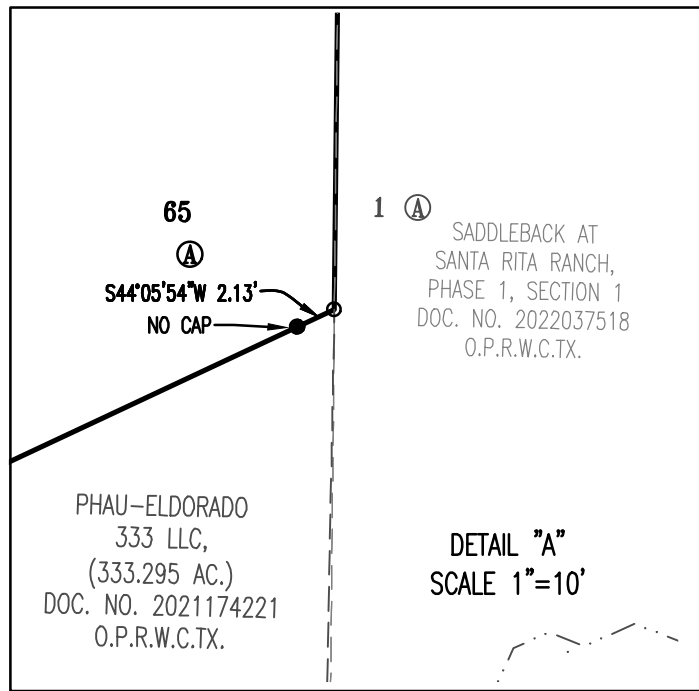
DATE: JANUARY 4, 2024

OWNER AND DEVELOPER:
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD.,
BLDG. I, SUITE 150
AUSTIN, TEXAS 78729
PHONE: (512) 532-3300

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

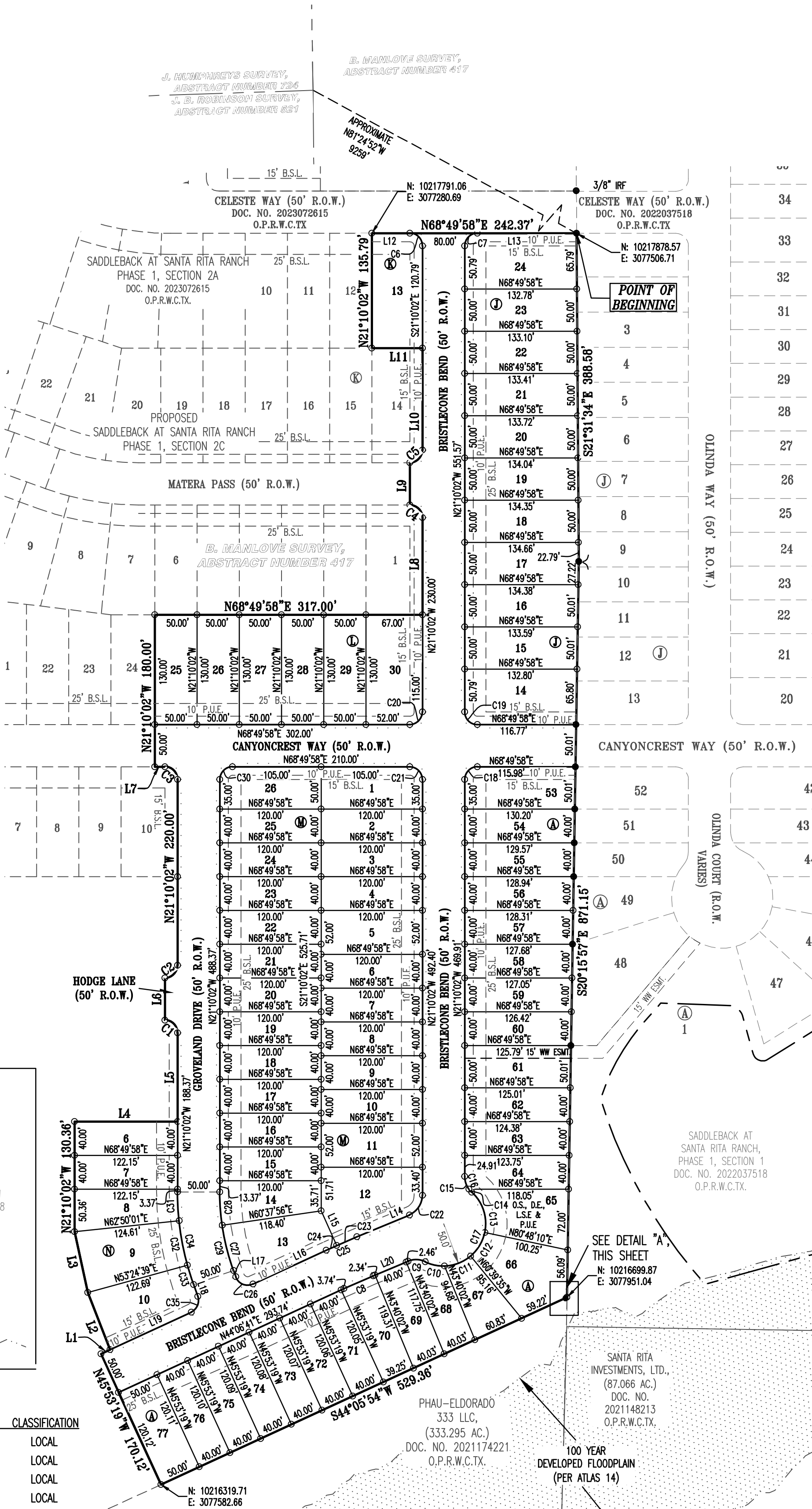
TOTAL LOTS 74
NO. OF SINGLE FAMILY LOTS: 73
NO. OF O.S., D.E., L.S.E., & P.U.E. LOTS: 1

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008



ROAD TABLE						
STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
HODGE LANE	40'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MATERA PASS	40'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CANYONCREST WAY	498'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
GROVELAND DRIVE	683'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
BRISTLECONE BEND	1606'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	2867'					

BASIS OF BEARINGS- TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
ELEVATION DATUM- NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)



SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791REG. # 10024900

Civil EngineeringSurveying

5501 West William CannonAustin, Texas 78749

Phone No. (512) 280-5160Fax No. (512) 280-5165

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C2	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C3	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C4	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C5	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C6	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C7	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C8	37.80	975.00	S45°13'20"W	37.80	18.90	2°13'17"
C9	21.03	25.00	S70°25'40"W	20.41	11.18	48°11'23"
C10	23.25	50.00	N81°12'01"E	23.04	11.84	26°38'40"
C11	33.63	50.00	N48°36'33"E	33.00	17.48	38°32'15"
C12	33.63	50.00	N10°04'18"E	33.00	17.48	38°32'15"
C13	52.50	50.00	N39°16'37"W	50.12	28.96	60°09'35"
C14	4.83	25.00	S63°49'35"E	4.82	2.42	11°03'39"
C15	21.03	25.00	S45°15'43"E	20.41	11.18	48°11'23"
C16	16.20	25.00	S39°43'54"E	15.92	8.40	37°07'44"
C17	143.01	50.00	N12°34'58"E	99.01	353.07	163°52'46"
C18	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C19	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C20	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C21	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C22	29.45	25.00	N12°34'58"E	27.78	16.70	67°30'00"
C23	26.33	1025.00	S45°35'49"W	26.33	13.17	1°28'19"
C24	13.41	1025.00	S44°29'10"W	13.41	6.70	0°44'58"
C25	39.74	1025.00	N45°13'20"E	39.74	19.87	2°13'17"
C26	24.87	15.00	S88°23'19"E	22.12	16.37	95°00'00"
C27	55.30	275.00	S35°07'42"E	55.20	27.74	11°31'15"
C28	39.36	275.00	S25°16'03"E	39.33	19.71	8°12'02"
C29	94.66	275.00	S31°01'40"E	94.19	47.80	19°43'17"
C30	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C31	34.03	325.00	S24°10'00"E	34.01	17.03	5°59'57"
C32	53.45	325.00	S31°52'40"E	53.39	26.79	9°25'23"
C33	24.39	325.00	S38°44'20"E	24.38	12.20	4°17'58"
C34	111.87	325.00	S31°01'40"E	111.31	56.49	19°43'17"
C35	22.25	15.00	N01°36'41"E	20.27	13.74	85°00'00"

Line Table		
Line #	Length	Direction
L1	11.94	N44°06'41"E
L2	72.63	N42°38'16"W
L3	73.73	N33°22'08"W
L4	122.15	N68°49'58"E
L5	105.00	N21°10'02"W
L6	50.00	N21°10'02"W
L7	12.00	S68°49'58"W
L8	115.00	N21°10'02"W
L9	50.00	N21°10'02"W
L10	120.79	N21°10'02"W
L11	60.00	S68°49'58"W
L12	45.00	N68°49'58"E
L13	117.37	N68°49'58"E
L14	67.29	N46°19'58"E
L15	44.79	S45°08'21"E
L16	95.57	S44°06'41"W
L17	7.86	N40°53'19"W
L18	14.86	S40°53'19"E
L19	105.92	N44°06'41"E
L20	44.80	N46°19'58"E

SHEET NO. 2 OF 4



Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791

Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 12.942 ACRE TRACT OF LAND, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 311.079 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2022032756 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 12.942 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE SOUTH LINE OF CELESTE WAY (50' R.O.W.) AND THE EAST LINE OF SAID 311.079 ACRE TRACT, BEING THE NORTHWEST CORNER OF LOT 1, BLOCK J, SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NO. 2022037518, O.P.R.W.C.TX., SAME BEING THE SOUTHEAST CORNER OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NO. 2023072615, O.P.R.W.C.TX., FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT OF LAND AND SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2:

1. S21°31'34"E A DISTANCE OF 388.58 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND;
2. S20°15'57"E A DISTANCE OF 871.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHEAST CORNER OF SAID 311.079 ACRE TRACT OF LAND AND OF THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF A CALLED 333.295 ACRE TRACT OF LAND CONVEYED TO PHAU – ELDORADO 333, LLC BY DEED RECORDED IN DOCUMENT NO. 2021174221, O.P.R.W.C.TX., FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S44°05'54"W A DISTANCE OF 2.13 FEET;

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT OF LAND AND SAID 333.295 ACRE TRACT OF LAND, S44°05'54"W A DISTANCE OF 529.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";

THENCE, OVER AND ACROSS SAID 311.079 ACRE TRACT OF LAND, THE FOLLOWING TWENTY–ONE (21) COURSES AND DISTANCES, NUMBERED 1 THROUGH 21:

1. N45°53'19"W A DISTANCE OF 170.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
2. N44°06'41"E A DISTANCE OF 11.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
3. N42°38'16"W A DISTANCE OF 72.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
4. N33°22'08"W A DISTANCE OF 73.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
5. N21°10'02"W A DISTANCE OF 130.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
6. N68°49'58"E A DISTANCE OF 122.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
7. N21°10'02"W A DISTANCE OF 105.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT;
8. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N66°10'02"W A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
9. N21°10'02"W A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT;
10. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N23°49'58"E A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
11. N21°10'02"W A DISTANCE OF 220.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT;
12. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N66°10'02"W A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
13. S68°49'58"W A DISTANCE OF 12.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
14. N21°10'02"W A DISTANCE OF 180.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
15. N68°49'58"E A DISTANCE OF 317.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
16. N21°10'02"W A DISTANCE OF 115.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT;
17. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N66°10'02"W A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
18. N21°10'02"W A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT;
19. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N23°49'58"E A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
20. N21°10'02"W A DISTANCE OF 120.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE";
21. S68°49'58"W A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, SAME BEING THE SOUTHEAST CORNER OF LOT 12, BLOCK K, SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A;

THENCE, WITH THE EAST LINE OF SAID LOT 12, BLOCK K, SAME BEING THE SOUTH LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, OVER AND ACROSS SAID 311.079 ACRE TRACT OF LAND, N21°10'02"W A DISTANCE OF 135.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE SOUTH RIGHT–OF–WAY LINE OF SAID CELESTE WAY, SAME BEING THE NORTHEAST CORNER OF SAID LOT 12, BLOCK K;

THENCE, WITH THE SOUTH RIGHT–OF–WAY LINE OF SAID CELESTE WAY, SAME BEING THE SOUTH LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, OVER AND ACROSS SAID 311.079 ACRE TRACT OF LAND, N68°49'58"E A DISTANCE OF 242.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.942 ACRES OF LAND.

GENERAL:

1. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA–TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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, MAY CHANGE. 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 ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PURPOSE ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. THE H.O.A. WILL OWN AND MAINTAIN THE FOLLOWING LOTS: BLOCK A, LOT 65.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS (M.F.F.E.) SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED MAY 26, 2021.
4. 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.
5. MAINTENANCE RESPONSIBILITY OF DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCETED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT–OF–WAY:

1. 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 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION 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. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ALONG & ADJACENT TO ALL STREET RIGHT–OF–WAY, AND A TWO AND ONE–HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.

SHEET NO. 3 OF 4



Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 ♦ REG. # 10024900

Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B FINAL PLAT

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

I, STEPHEN ASHLOCK, VICE PRESIDENT, PULTE HOMES OF TEXAS, LP, OWNER OF THAT CALLED 311.079 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2022032756, AS SHOWN HEREON, OFFICIAL PUBLIC 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 12.942 ACRE 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,

"SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B"

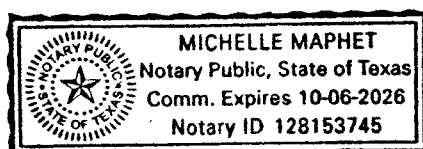

BY: STEPHEN ASHLOCK, VICE PRESIDENT
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150
AUSTIN, TEXAS 78729
PHONE: (512) 532-3300

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

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF January, 2024 A.D.


NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



PRINTED NAME: Michelle Maphet

MY COMMISSION EXPIRES: 10/06/26

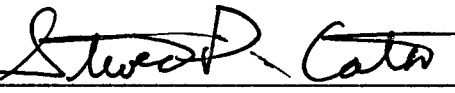
THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

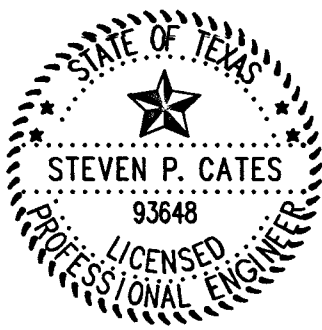
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS: §
COUNTY OF TRAVIS: §

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

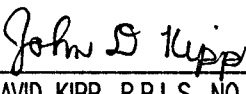
ENGINEERING BY:  1-5-2024
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

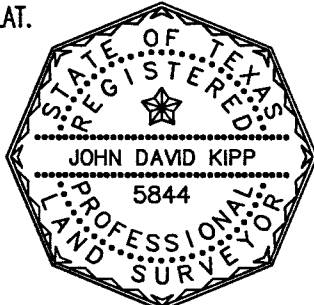


CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

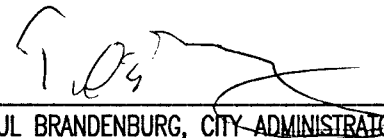
STATE OF TEXAS: §
COUNTY OF TRAVIS: §

I, JOHN DAVID KIPP, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS LISTED ON TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NO. 2160726-COM, EFFECTIVE DATE SEPTEMBER 17, 2021, WHICH AFFECT THE SUBJECT PLAT ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY:  01/05/2024
JOHN DAVID KIPP, R.P.L.S. NO. 5844 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
jkipp@cbdeng.com

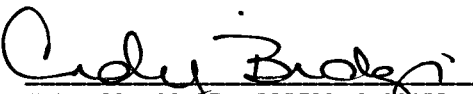


THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.


PAUL BRANDENBURG, CITY ADMINISTRATOR
CITY OF LIBERTY HILL, TEXAS Manager

1/9/2024
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 5 DAY OF January, 2024 AD.


CINDY BRIDGES
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

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, THAT 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 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

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

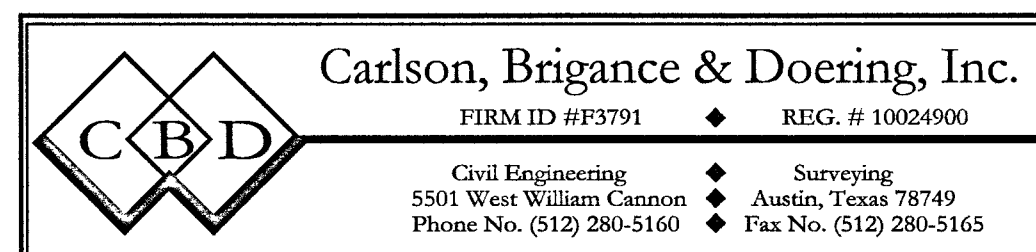
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NUMBER _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 4 OF 4



J:\AC3D\5341\Survey\PLAT - SADDLEBACK SRR 1-2B

Commissioners Court - Regular Session**28.****Meeting Date:** 01/30/2024

Experian Contract

Submitted By: Shannon Francis, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve an agreement with ConsumerInfo.com, Inc. aka Experian Consumer Services to assist with response to potential data security incident.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Experian contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 12:44 PM

Started On: 01/25/2024 11:33 AM



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

Client Information		
Client Name: Williamson County	State of Incorporation: TX	
Primary Contact: Shannon Francis	Billing Contact: Teresa Porter, Travelers	
Address: 401 W 6 th St, Georgetown, TX 78626	Billing Address: P.O. Box 2989, Hartford, CT 06104-2989	
Primary Contact Email: sfrancis@wilco.org	Billing Contact Email: teporter@travelers.com	
Primary Contact Phone: 512-943-3865	Billing Contact Phone: 281-606-7587	

Order Date: January 8, 2024	Total Fee for this Order: 2,018 * \$1.99 = \$4,015.82	PO # (if applicable):
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Consumer Product (Activation Codes)	
Enrollment End Date: April 30, 2024	Total Activation Codes: 2,018
Primary Consumer Product: Credit 1B	Fee Per Activation Code Redeemed: Replaced with a flat fee of \$1.99 for one year and \$2.40 for any two year codes needed
Secondary Consumer Product: Credit 1B	Fee Per Person for Identity Restoration: \$0
Product Term: 1 year	Total Fee for Identity Restoration: \$0

Supplemental Services
☒ Notification Letter Services: printing and mailing of Notification Letters. The price is included in the flat fee of \$4,015.82 and assumes that only 1 data file will be processed with all letters being printed in 1 run (additional waves of mailing are not included). If NCOA results need to be reviewed prior to having the file processed for mailing, Experian must be notified prior to receiving the data file, and 1 business day will be added to the mailing timeline. The fee includes up to 3 letter versions (\$500 per additional version), up to 2,018 letters (2-sheets, printed on one or both sides, black & white). Every additional sheet after 2 = \$0.12/ea. Return mail is included. (inclusive of postage)
☒ Mail Merge: merge Activation Codes into the mailing records data file to be processed.
☐ Deduping: exact name match, exact address match only. The price is
☐ Address Append Services: consumer address look up & confirmation process. The price is . A Rider Addendum must also be completed prior to processing data for this Service.
☐ Email Notification Services: emailing notification letters. The price is
☒ Enhanced Customer Care Services: additional call center services. The price is included in the flat fee of \$4,015.82. FAQ's will be answered until April 30, 2024 (English only) for a population of 2,018 .
☐ Database Look-Up: The price is
☐ Customized TRS Reporting: The price is
☐ Return Mail Report: The price is

This Order Form (the "Order") is made by and between ConsumerInfo.com, Inc., a California corporation, also known as Experian Consumer Services ("CIC"), and the client listed above ("Client", "You" or "Your"), and shall be effective as of the date of CIC's acceptance and signature. *Notwithstanding the above, for all Orders of one (1) Activation Code, CIC will invoice the Fee upon issuance of the Activation Code and you agree to pay the Fee within thirty (30) days from the date of such invoice. Individuals will automatically receive access to Identity Restoration services for the duration of the Product Term noted above, measured from the date of their notification letter, even if no further action is taken by the Individual; if they do enroll in a Consumer Product, their access to Identity Restoration services will be automatically extended through the full duration of the Product Term for that Consumer Product.*

The terms and conditions which apply to all transactions between You and ConsumerInfo.com, Inc. with respect to the Order for Consumer Products and/or Supplemental Services attached hereto ("Terms and Conditions"). Any terms not otherwise defined within this Order are defined within the Terms and Conditions. With respect to all Orders with a Product Term of greater than one (1) year, CIC reserves the right to migrate the Individuals to an updated Consumer Product with substantially the same product features after the first year of the Product Term.

YOUR ORDER IS ACCEPTED BY CIC SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS. You explicitly agree to remit payment to CIC for all Consumer Products and Supplemental Services provided by CIC in accordance with the Terms and Conditions.

Client: Williamson County

ConsumerInfo.com, Inc.

By: _____

**DELIVERY OF ACTIVATION CODES BY CIC TO
CLIENT IS CONFIRMATION AND ACCEPTANCE OF
THIS ORDER FORM ON BEHALF OF CIC.**

Name: _____

Title: _____

Date: _____



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

Mullen Coughlin:

By: _____

Name: _____

Title: _____

Date: _____



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

This IDENTITYWORKS Products Agreement (the “Agreement”) made by and between **ConsumerInfo.com, Inc.**, a California corporation, (“CIC”) also known as **Experian Consumer Services**, and Williamson County identified as “Client” on an Order Form as well as its Affiliates (collectively, “Client”). Each of CIC and Client are sometimes referred to herein as a “Party” and collectively as the “Parties.”

Whereas Client is a client of the Mullen Coughlin LLC law firm, (“Mullen Coughlin”) and upon advice and direction of Mullen Coughlin, Client has entered into this Agreement

Whereas, Mullen Coughlin, on behalf of Client, will direct performance of this Agreement on behalf of the client. Performance obligations are solely and directly between CIC and Client;

Now, therefore, the parties agree to the following:

Any Order Form signed by Client, is made a material part of this Agreement and is incorporated herein by this reference.

1. **Agreement.** This Agreement contains the standard terms and conditions for CIC’s delivery of certain identity theft, credit monitoring and protection products and services (collectively, the “**Consumer Products**”). Separate from or in addition to the Consumer Products, Client may elect for CIC to provide certain other supplemental services (“**Supplemental Services**”). Client may also elect to have its Affiliates purchase Consumer Products or Supplemental Services pursuant to this Agreement. An “**Affiliate**” means any entity controlled by, under common control with or that controls the applicable Party, where “control” means ownership of fifty percent (50%) or more of the ownership interest of an entity.
2. **Consumer Product Delivery.** Consumer Products will be delivered by CIC to consumers, employees, or other individuals with whom Client has a pre-existing relationship and or otherwise maintains such individuals’ personal and/or other sensitive information (“**Individual**”). As a condition of receiving the Consumer Product, each Individual must complete CIC’s applicable enrollment process and agree to all terms and conditions as well as CIC’s privacy policy (collectively, the “**End-User Terms and Conditions**”). The CIC operational terms and conditions that apply to the delivery of the Consumer Products are included herein (“**Operational Terms**”).
3. **Supplemental Services Delivery.** Supplemental Services will be delivered by CIC to Client or its Affiliates solely pursuant to the terms of this Agreement, including a Supplemental Services Schedule if completed by Client.
4. **Term & Termination.** The term of this Agreement will begin upon the Effective Date set-out below and will continue in effect until the termination or expiration of all Schedules and Orders issued pursuant to this agreement. Either Party may terminate this Agreement and/or selected Schedules if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. Either Party may terminate this Agreement and/or selected Schedules for any reason at any time, with or without cause, upon thirty (30) days’ prior written notice to the other. Notwithstanding the foregoing, the Parties acknowledge and agree that all fully executed Order Forms are non-cancellable and non-refundable once submitted to and accepted by CIC. Therefore, in the event of a termination: (i) CIC will fulfill the delivery requirement of any active Order Form, but will have no further obligation to accept additional Order Forms following the effective date of termination; and (ii) Client will pay all Fees related to Order Forms submitted prior to the effective date of termination. Terms which by their nature would survive a termination (indemnity, disclaimers, etc.) shall survive in the event of a termination.
5. **Schedules & Client Orders.** The terms of this Agreement shall be supplemented by individual schedules containing additional terms and conditions applicable to the specific Consumer Products or Supplemental Services (“**Schedules**”). In order to purchase any particular Consumer Products or Supplemental Services Client must submit an order form completed and signed by an authorized representative of Client (“**Order Form**”). A sample Order Form may be requested from CIC.
6. **Fees and Payment.** Client will pay CIC for all Consumer Products and Supplemental Services delivered in accordance with the pricing and other requirements contained within the Schedules and each Order Form (“**Fees**”). All Client payments are due thirty (30) days from the date of each CIC invoice. Interest shall accrue on any past due amounts at the rate of one and one half percent (1.5%) per month. In addition, Client is liable to CIC for any costs and attorneys’ fees incurred by CIC to collect unpaid amounts.
7. **Taxes.** Client is responsible for, and shall promptly pay or reimburse CIC for the payment of, any sales, use, excise, ad valorem, value-added or other similar taxes, assessments or duties imposed by any government agency that are associated with the Consumer Products or Supplemental Services (other than taxes based on CIC’s net income).
8. **Confidentiality.** Information which is (a) business or technical information of either party including, but not limited to, information relating to either party’s products, services, plans, designs, costs, product or service prices and names, payments pursuant to this Agreement, finances, marketing plans, business opportunities, personnel, research, development or know-how; (b) any information designated by either party as “confidential” or “proprietary” in writing or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (c) the terms of and performance under this Agreement, will be

IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

considered “**Confidential Information**”. Each party agrees it will (d) not disclose to any third party or use the Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (e) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own Confidential Information. Confidential Information does not include information that (f) is in or enters the public domain without breach of this Agreement; (g) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (h) the receiving party lawfully knew (without obligation of confidence) prior to receiving such information from the disclosing party; (i) the receiving party develops independently without use of the disclosing party’s Confidential Information; or (j) is required to be disclosed by the receiving party to comply with a Law or legal process (i.e. a judicial order or decree). With regard to subsection (j) the receiving party shall give the disclosing party prompt notice of such a required disclosure and provide reasonable assistance to disclosing party if disclosing party opts to take lawful action to minimize the extent of such disclosure.

9. **Compliance with Laws.** Both Parties agree to comply with all applicable Laws with respect to this Agreement and the obligations of each Party hereunder. “**Law**” means any rules, laws, statutes, regulations or judgments, orders or decrees imposed by any governmental entity.
10. **CIC Warranty & Disclaimers.** CIC represents and warrants to Client that it (a) has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) will provide the Consumer Products in a manner consistent with the level of service provided to CIC’s general customer base for such Consumer Products; (c) will provide the Consumer Products and any other products and services provided under this Agreement in a professional manner; and (d) will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding Client or its Affiliates in any way other than as approved in writing in advance by the Client. THE WARRANTIES PROVIDED IN THIS SECTION ARE THE ONLY WARRANTIES CIC PROVIDES TO CLIENT WITH RESPECT TO THE CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES. CIC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONSUMER PRODUCTS OR SUPPLEMENTAL SERVICES OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED BY CIC HEREUNDER. CIC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES AND CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSUMER PRODUCTS ARE PROVIDED “AS-IS”.
11. **Client Warranty & Indemnification.** Client represents and warrants to CIC that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) to the best of its knowledge, all information provided by Client to CIC is accurate in all material respects; (c) by entering into this Agreement and performing hereunder, Client will not be violating or breaching any other contract, agreement, commitment, promise, understanding or arrangement. Client will indemnify, defend, and hold CIC and its Affiliates, and their respective directors, officers, shareholders, employees and agents (collectively, the “**CIC Indemnified Parties**”), harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including by way of example only, CIC’s costs of responding to a subpoena in any cause of action where Client is a named party), including reasonable attorneys’ fees (collectively, “**Damages**”), which may be asserted against or incurred by any of the CIC Indemnified Parties, arising out of or resulting from (d) any claim related to Client’s data breach, including, but not limited to, a claim arising from any relationship between Client and Individuals (contractual, at Law or otherwise), (e) Client’s failure to maintain security measures or comply with any Law, (f) Client’s misconduct or disregard of ordinary care in performing any of its obligations hereunder, or (g) Client’s breach of any provisions of this Agreement.
12. **CIC Indemnification.** CIC will indemnify, defend, and hold Client and its directors, officers, shareholders and, agents (the “**Client Indemnified Parties**”) harmless from and against any and all Damages, which may be asserted against or incurred by Client or any of the Client Indemnified Parties, arising out of or resulting from: (a) any material breach of the End-User Terms and Conditions by CIC; (b) any material breach of CIC’s obligations under this Agreement; or (c) any failure by CIC to comply with any Law. FOR THE AVOIDANCE OF DOUBT, CIC’S INDEMNITY OBLIGATIONS ONLY APPLY TO CLIENT AND DO NOT APPLY TO MULLEN COUGHLIN.
13. **Indemnification Procedures.** A Party seeking indemnification under this Agreement must provide prompt written notice of the claim to the other Party, typically within thirty (30) days. The indemnifying Party will assume sole control over the defense or settlement of the claim at its expense but will not consent to the entry of any judgment or settlement that provides for non-monetary relief without the consent of the indemnified Party. If the indemnifying Party chooses not to assume the defense of the claim the other Party may defend or settle the claim and the indemnifying Party will remain responsible for the reasonable legal fees and expenses incurred. The indemnified Party will provide the indemnifying Party all information, assistance and authority to reasonably evaluate the claim and effect any defense or settlement, and may at its sole option and expense, engage separate counsel to participate in (but not control) the defense or settlement of the claim.
14. **Limitation of Liability.** THE PARTIES AGREE AND ACKNOWLEDGE THAT THE PROVISION OF CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES ARE FOR THE ULTIMATE BENEFIT OF CLIENT AND/OR ITS END USER CUSTOMERS (AS APPLICABLE), AND AS SUCH, CIC DISCLAIMS ALL LIABILITY FOR ANY CLAIMS BROUGHT AGAINST CIC BY MULLEN COUGHLIN AND MULLEN COUGHLIN’S SOLE SOURCE OF RECOURSE FOR ANY DAMAGES ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT

IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

WILL BE IN A CLAIM AGAINST CLIENT ONLY. IN NO EVENT WILL CIC BE LIABLE TO CLIENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND LOST SALES, SUFFERED BY OR OTHERWISE COMPENSABLE TO CLIENT, ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CIC'S AGGREGATE LIABILITY TO CLIENT AND/OR ITS AFFILIATES FOR DAMAGES (i) CONCERNING THE PERFORMANCE OR NON-PERFORMANCE BY CIC OF ITS OBLIGATIONS HEREUNDER, OR (ii) IN ANY WAY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE PROVISION OF THE CONSUMER PRODUCTS, AND INCLUDING CIC'S INDEMNIFICATION OBLIGATIONS SET FORTH UNDER THIS AGREEMENT), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY CLIENT TO CIC UNDER THE TERMS OF THIS AGREEMENT.

15. **Assignment.** This Agreement will be binding and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, or otherwise shared in whole or in part by Client without CIC's prior written consent.
16. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the Laws of the State of California. Any actions or disputes arising in connection with this Agreement will be brought in state or federal courts located in Orange County, California.
17. **Notices.** Any notice given under this Agreement must be given in writing. All notices will be effective when received, and will be delivered personally, mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by express courier service. Notice address for Client will be the address on Client's Order Form.
18. **Independent Contractors.** In performing their respective duties under this Agreement, each of the Parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, employment, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship.
19. **Complete Agreement.** Any and all Schedules or Order Forms which are entered into by Client and CIC and properly reference this Agreement by Effective Date are made a material part of this Agreement and are incorporated herein by reference. This Agreement contains the entire agreement and understanding concerning the subject matter between Client and CIC and supersedes all prior agreements (whether written, oral or electronic), term sheets, prior negotiations, or proposals that relate specifically to the subject matter herein. Any substantive additional Client requirements or other changes or modifications to this Agreement may require a signed written amendment to this Agreement. CIC will accept a Client issued purchase order ("PO") for limited administrative processes only [i.e. procurement guideline compliance, bill processing, etc.]. However, in no event will any terms and conditions contained within such PO be incorporated into this Agreement, supplement this Agreement or otherwise apply to the provision of Consumer Products or Supplemental Services.
20. **Publicity; Public Communication.** For avoidance of doubt, both parties must agree on the timing and complete content of any and all public communications (including but not limited to press releases) which pertain to this Agreement or the provision of the Consumer Products or Supplemental Services. Client may in no event refer to the Consumer Products, CIC or its Affiliates in any form or format unless expressly approved by CIC in writing in advance.
21. **Adequate Review.** Each party represents to the other that, as deemed necessary by such party, this Agreement has been reviewed by each party and its legal and other advisors, and such party has had an opportunity to make all relevant inquiries and receive sufficient responses relating to this Agreement.



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

IDENTITYWORKS™ OPERATIONAL TERMS

These IDENTITYWORKS Operational Terms ("Operational Terms") supplement and form a part of the IDENTITYWORKS Product Agreement ("Agreement") Client has previously or simultaneously entered into with CIC. The Operational Terms apply to CIC's provision of Consumer Products to Client, and to Clients' Individuals. Please note that the majority of defined terms used throughout these Operational Terms are already defined within the Agreement (please refer to that document for their definitions), and the following section of "Additional Defined Terms" is not intended to be a comprehensive list of all defined terms used herein.

Additional Defined Terms:

"Activation Code" means a unique, single use code with respect to each Individual that allows such Individual to enroll for and receive the Consumer Product. Each Individual may only redeem his/her Activation Code for only one applicable Consumer Product.

"Consumer Product Website" is the web site built, hosted and maintained by CIC where each Individual may enroll for the applicable Consumer Product during the Enrollment Period. If Client requires a custom or unique website, such website shall be referred to as a "Custom Consumer Product Website."

"Notification Letter" means the communication developed and written by Client which notifies Individuals of the availability of Consumer Products.

"Enrollment Period" means the period commencing on the date stipulated within the relevant Order Form and ending on the Enrollment End Date as set forth within the same Order Form. This is the period during which Individuals may redeem their Activation Code and thereby enroll in the Consumer Product.

"Product Term" means the period set forth within an Order Form commencing on the date an Individual completes enrollment for the Consumer Product.

- (1) **Distribution of Activation Codes.** Client agrees not to sell or otherwise distribute any Activation Codes, except to Individuals and only as expressly permitted under this Agreement. In no event shall CIC be liable for any loss, damage, theft, corruption or destruction ("**Loss**") of Activation Codes once issued by CIC to Client, including, but not limited to, any such Loss attributable to Client's distribution, storage (if applicable) and/or mailing of such Activation Codes. CIC shall be liable and responsible for any Loss while the Activation Codes are in either CIC's or a Third-Party Provider's possession or control. Note that if Client has retained an agent or subcontractor related to the delivery of Consumer Products (such as a third-party print-shop, call center or law firm), CIC is not obliged to communicate with or provide services to any such third-parties who may have contractual or other relationships with Client except as explicitly authorized by Client in writing and agreed to by CIC.
- (2) **Enrollment.** Once an Individual receives an Activation Code they may enroll in the applicable Consumer Product either (a) online via the Consumer Product Website, or (b) offline via a telephone call to CIC Customer Care. No other enrollment process shall be applicable unless agreed to in writing by both CIC and Client.
- (3) **No-Charge to Consumer for the Consumer Product.** CIC shall not charge Individuals for the Consumer Product purchased by Client and provided by CIC under this Agreement during the Product Term.
- (4) **Delivery Method.** The delivery method of the Consumer Products to the Individuals during the Product Term is able to be modified by Individual election (i.e., if Individuals enroll online, they may subsequently switch to offline delivery, and vice versa). Due to CIC security measures, an Individual attempting to login to their account from a location outside the U.S. may not be able to gain access to their account; however, such Individuals may call CIC's international non-toll free number to obtain account related information while located outside the U.S. In accordance with the Consumer Products Schedule, certain products may only be available for enrollment and delivery online (i.e. without offline capabilities).
- (5) **Consumer Product Website.** The Consumer Product Website shall be used by the Individuals to enroll in the Consumer Product and subsequent to enrollment, to log-in and access their account and all the product features. Unless agreed to in writing by CIC, all content, including the design and look and feel, of the Consumer Product Website shall be determined by CIC, at its sole and absolute discretion. The Consumer Product Website shall be operated in accordance with CIC's standard procedures and shall be accessible by Individuals on the earlier of (a) Custom Consumer Product Website Launch Date as set forth in an Order Form, or (b) upon CIC's acceptance of an Order Form in the event Client is utilizing a **standard**, pre-built CIC site-version (**your CIC account representative can notify you if this is the case**).
- (6) **Authentication Process.** Client hereby acknowledges that CIC shall maintain strict procedures and protocols relating to its enrollment and authentication processes (including timed-out and other security measures), and failure by an Individual to follow such procedures and protocols may result in a failed enrollment. Client also acknowledges that there are a number of additional reasons and factors



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

that may cause Individuals to fail authentication or enrollment, including, without limitation: *corporate firewalls, proxy servers, spam blockers, fraud alerts, credit file freezes, data errors, inaccurate out-of-wallet information, or incorrect social security numbers*. Upon any such failure, each affected Individual shall be provided with the toll-free number to CIC Customer Care. When an Individual initiates such a call, a CIC customer care representative will attempt to manually authenticate such Individual by asking additional security questions. In the event such a telephonic authentication is not possible, additional steps may be taken. CIC shall endeavor to make the enrollment process as “user-friendly” as reasonably possible without compromising its security standards. CIC reserves the right, at its sole and absolute discretion, to modify or alter the enrollment process and/or the services associated therewith from time to time without notice to Client.

- (7) **Information Collected From Individuals.** All information obtained by CIC *directly* from such Individual, including without limitation, (a) through Individual enrollment for the Consumer Product or by such Individual visiting CIC’s website(s), or (b) through provision of the Consumer Product is collected and used by CIC in accordance with the End-User Terms and Conditions, which is available for review by all Individuals prior to completing their enrollment in the Consumer Products. End-User Terms and Conditions (including Privacy Policies) may be amended from time to time.
- (8) **Customer Care.** Customer care will be available to Individuals via a toll-free number that is only available to U.S. callers, which may be maintained by a third party engaged by CIC (“**CIC Customer Care**”). No credit information of any Individuals shall be maintained outside of the United States. Identity Restoration and ExtendCARE shall be available to Individuals via a separate team of customer care representatives in the United States. The services available via CIC Customer Care are limited to: *assistance with telephone and email inquiries regarding enrollment for the Consumer Product and technical issues relating to redemption of Activation Codes, authentication failure, username and password assistance, cancellations, locked accounts, changes in personal information, billing questions about additional products, general credit-related questions, monitoring and alert information, credit reports obtained as part of an Individual’s enrollment in the Consumer Products, and general Consumer Product Website navigation*. Customer Care Center hours of operation are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time. The Customer Care Center will not have access to and will not provide any information related to Client or its business and/or Clients’ legal decisions in making the Consumer Product available to Individuals on a complimentary basis, and will refer any such inquiries back to Client.
- (9) **Third-Party Providers; Credit Reporting Company Requirements.** Portions of the Consumer Product will be provided by CIC’s partners, Affiliates and certain third parties, including the consumer reporting companies (collectively, “**Third-Party Providers**”) and are therefore subject to each of those entities’ respective standard terms, conditions and policies. Third-Party Providers who may be utilized by CIC in delivery of the Consumer Products include but are not limited to the following: *Equifax, Inc., TransUnion, LLC, Affiliates of CIC, and American International Group, Inc.*. Additional Third-Party Providers may be added from time to time at CIC’s discretion. If applicable, Individuals must comply with the Third-Party Providers requirements in order to receive portions of the Consumer Product (as an example, AIG insurance claim processing requirements). The consumer reporting companies are not subcontractors or agents of CIC, and therefore, CIC does not control such terms and conditions or requirements and may be unable to intervene or assist Individuals in any way in meeting such varying consumer reporting company requirements. Individuals shall be solely responsible for handling any issues relating to such terms and conditions and requirements directly with any such consumer reporting company. Without limiting the generality of the foregoing, Individuals shall be required to provide all necessary information and meet other criteria required by each applicable consumer reporting company (Experian Information Solutions, Inc., Equifax, Inc. and TransUnion LLC) in order to receive a credit report or other products and services from such company.
- (10) **Intellectual Property and Branding of Consumer Products.** Unless otherwise agreed to in writing by CIC, the Consumer Products shall be branded as determined by CIC, at its sole and absolute discretion, and Client shall not designate (through trademark, trade name, trade dress or otherwise) the Consumer Products as being provided by Client. CIC and/or its Affiliates or Third-Party Providers shall exclusively own all right, title and interest, including all copyrights, trade secrets, know-how, goodwill, trademarks, service marks, trade names, trade dress, logos, patents or other intellectual property (or any derivative works thereof) and underlying technology in (i) the Consumer Products and all other products provided by CIC hereunder, (ii) the Consumer Product Website, and (iii) all other materials and information provided by CIC to Client hereunder. No grant to use any intellectual property (including any trademarks) of CIC, its Affiliates or Third-Party Providers is made pursuant to the Agreement. Client shall retain ownership of any and all pre-existing Client intellectual property, including but not limited to Client’s trademarks, patents and trade dress.
- (11) **Client Notification to Individuals.** Within a mutually agreeable period of time following submission of an Order Form Client shall prepare a Notification Letter to be sent via U.S. Mail or email which must include:
- (a) one Activation Code per each Individual identified as affected by Client’s subject data breach or data loss incident,



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MULLEN COUGHLIN CLIENT

- (b) the procedures for enrollment in the Consumer Product (including, but not limited to the (i) Consumer Product Website where such Individuals may properly utilize their Activation Code and (ii) the appropriate CIC Customer Care phone numbers), and
(c) a listing of the key Consumer Product features.

Any and all planned Client notification processes that include elements other than the Notification Letter (i.e. *website postings, e-mails, newspaper or published notice, etc.*) which explicitly mention CIC or the Consumer Products by name **must be pre-approved by CIC in writing**. Client shall not provide, in any Notification Letter or any other public communication (including but not limited to communications with Individuals), any representation, description or other statement regarding the Consumer Products or otherwise refer to CIC or its Affiliates in any way other than language provided expressly by CIC or otherwise pre-approved by CIC in writing. Client shall provide CIC with a final copy of the Notification Letter at least five (5) days prior to the distribution of the Notification Letters and CIC may withhold delivery of Activation Codes to Client until a final Notification Letter has been received by CIC.

- (12) Large Incident Notices.** In the event Client requests 50,000 or more Activation Codes and upon CIC's reasonable request, Client must provide CIC a mailing schedule at least five (5) days prior to Client commencing delivery of any and all Notification Letters to Individuals. Once provided by Client, CIC will allocate CIC Customer Care and other resources in accordance with such schedule; any significant updates or modifications by Client to the schedule must be provided to CIC immediately and may result in increased costs for CIC that will require revised pricing discussions with Client.

- (13) Client Requirements, Placing an Order & Changes to the Agreement.** During the Term of the Agreement, Client may submit additional Order Forms for the purchase of additional Activation Codes.

- (14) Insurance.** The insurance provided to Individuals pursuant to the Consumer Products is strictly subject to the policies, terms and conditions of the designated third-party insurers. Such policies, and associated terms and conditions are provided to Individuals at the time each Individual enrolls for the Consumer Product. CIC does not directly sell such insurance to Client or Individuals. Individuals should carefully review such policies to determine the insurance terms and conditions, including limits and coverage of insurable losses. At the election of the designated third-party insurer or CIC, (a) the amount of insurance coverage to be provided to Individuals, and/or (b) the designation of the third-party insurer(s) are both subject to change at any time. Notwithstanding the foregoing, identity theft insurance may not be provided to any Individuals residing in any state where the provision of such insurance is prohibited by Law.



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

IDENTITYWORKS™ CONSUMER PRODUCT SCHEDULE

CIC offers the Consumer Products detailed within this Schedule subject to the following product descriptions and additional terms and conditions:

Features	Credit	CreditPlus	Minor Plus	Identity	Identity Minor
Daily Credit Monitoring	1 or 3 Bureau	1 or 3 Bureau			
Credit Report Upon Enrollment*	●	●			
Daily Credit Reports (Online) ¹	●	●			
Identity Restoration (upon enrollment)	●	●	●	●	●
ID Theft Insurance ²	●	●	●	●	●
Internet Surveillance		●		●	
Minor SSN Monitoring			1 Bureau		
Minor Internet Surveillance			●		●
Product Delivery Method	Online (email) Offline (U.S. Mail)	Online (email) Offline (U.S. Mail)	Online (email) Offline (U.S. Mail)	Online (email)	Online (email)
Enrollment (Phone and Online)	●	●	●	Online only	Online only
ExtendCARE™ ³	●	●	●	●	●
Identity Restoration (pre-enrollment) ⁴	●	●	●	●	●

* Credit report upon enrollment is a 1 Bureau (Experian) report.

¹ Daily credit reports for online members consist of a daily 1 Bureau (Experian) report. After enrolling, offline members will be eligible to call for additional reports on a quarterly basis

² Identity theft insurance is underwritten by insurance company subsidiaries and affiliates of American International Group, Inc.

³ This post-membership service is available from the date an Individual's membership term ends. It does not include insurance.

⁴ This pre-enrollment service is available from the date an Individual receives their Notification Letter. It does not include insurance.



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

In order to enroll in the **Identity** Consumer Product Individuals must:

- Accurately complete all of the required enrollment fields/pages;
- Accept the End-User Terms and Conditions.

In order to enroll in the **Credit** and **Credit Plus** Consumer Products Individuals must:

- Provide a valid U.S. Social Security number;
- Be at least 18 years of age and a living person as of the date of enrollment in the Consumer Product;
- Have a U.S. credit file with Experian. The U.S. address provided by Individuals should be the U.S. address associated with such Individuals credit file (e.g. the address utilized by the Individual to obtain credit). Delivery of the Consumer Product will be limited to the report(s) of the national credit reporting companies with whom each Individual has a current U.S. credit file (e.g., in the event an Individual only has a U.S. credit file with Experian, then such Individual shall only receive the Experian credit report);
- Pass all of CIC's identity, authentication and security requirements and accurately complete all of the required enrollment fields/pages;
- Accept the End-User Terms and Conditions.

In order to enroll in the **Minor Plus** or **Identity Minor** Consumer Product Individuals must:

- Be the parent or legal guardian of the minor to be enrolled. Written verification of parental or legal guardian status may need to be submitted to CIC;
- Accurately complete all of the required enrollment fields/pages;
- Minor Plus enrollment will require the parent or legal guardian to provide the minor's valid U.S. Social Security number;
- Accept the End-User Terms and Conditions, including acknowledging and agreeing that the minor's membership will terminate upon their 18th birthday. The parent or legal guardian will receive notification prior to and upon termination of the minor's membership

NOTE: Enrollment and product delivery for both the Identity and Minor Identity Products is available online only. These products are not available offline.

Provision of Consumer Products. CIC will provide to Client the number of Activation Codes set forth in an Order Form for the purpose of Client providing such Activation Codes to Individuals. When ordering Activation Codes, Client shall order a number of Activation Codes at least equal to the number of notifications that it intends to provide to Individuals affected by Clients data loss incident. Client shall assign an Activation Code to each Individual and upon each Individual redeeming an Activation Code and completing the required enrollment, CIC shall provide to such Individual the selected Consumer Product for the Product Term. The Activation Codes may be redeemed by Individuals only during the Enrollment Period, and such Activation Codes will expire at the end of such Enrollment Period. Client may not distribute any Activation Codes to Individuals thereafter.

Fee Invoicing. Fee's will be invoiced in accordance with the Fee matrix above, and the Payment terms within the Agreement. Fees for Fraud Resolution shall be invoiced promptly upon CIC's acceptance of a Client submitted Order Form. The Fees for enrollment of Individuals will be invoiced on a monthly basis for the duration of the Enrollment Period for all Activation Codes redeemed by Individuals during the prior month. If Client does not make full payment of any Fee in accordance with the requirements of the Agreement then CIC may immediately (a) deactivate any unredeemed Activation Codes and cease further performance under this Agreement until such Fee is paid in full by Client, or (b) terminate this Agreement and the Individuals' memberships in the Consumer Products.

No Refunds. Client agrees to not waive any of its payment obligations and CIC shall not be obligated to refund any amount of the Fee already paid by Client on account of (a) any change to the facts or circumstances related to Clients submission of any Order Form already accepted by CIC, (b) Clients improper distribution of the Activation Codes, (c) an Individual's inability to receive all or a portion of the Consumer Product arising from such Individual's failure to (i) successfully complete enrollment, or (ii) comply with any or all of the Third Party Companies' terms and conditions and/or other requirements. Without limiting any remedies available to CIC, Client acknowledges that upon accepting an Order Form from Client CIC shall immediately begin to incur costs and expenses, for the purpose of performing CIC's obligations with respect to that Order Form.



IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

MULLEN COUGHLIN CLIENT

IDENTITYWORKS™ SUPPLEMENTAL SERVICES SCHEDULE

CIC offers the Supplemental Services detailed within this Schedule subject to the following service descriptions and additional terms and conditions:

1. Enhanced Customer Care (FAQ Call Center). Client may request assistance from CIC with certain “enhanced” call center services. These services are described as responding to Individual FAQ type queries via customized scripting provided by Client (with such scripting accepted in writing by CIC). The appropriate toll-free number to reach an Enhanced Call Center Services location will typically be presented to Individuals as part of the Notification Letter, along with a clear, brief description of what the Enhanced Call Center Services entail. If Client wishes to distribute a number to any CIC managed Enhanced Call Center Services location via a method other than the Notification Letter, then CIC must approve this distribution in writing in advance. Hours of operation for Enhanced Customer Care Services are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time, excluding CIC recognized holidays. Enhanced Call Center Services are delivered separate and apart from the CIC Call Center Services detailed within the Operational Terms. Enhanced Call Center Services may be provided by CIC or a Third-Party Provider. Client hereby acknowledges and agrees that Client shall be solely responsible for the content of all final, approved scripting and FAQ’s to be used for this Supplemental Service.

2. Printing & Mailing (or Emailing) of Notification Letters. Client may request assistance from CIC with facilitating the transmission of the Notification Letter. CIC offers this Supplemental Service through use of CIC’s Third-Party Provider (either a specific printing vendor or email vendor, as applicable at the time of Client’s order). Client shall send the names and addresses, or names and email addresses, as applicable, of all such Individuals to whom Notification Letters should be conveyed (“Notification File”) to CIC via CIC’s Secure File Transfer protocol (“SFTP”) or by another secure method agreed upon in writing by the Parties. CIC shall forward the Notification File via SFTP to its Third-Party Provider and once CIC has established that its Third-Party Provider has received the Notification File, CIC will promptly purge and destroy all Notification File information that is within CIC’s possession. In no event shall Client’s Notification File be added or appended to any CIC database, nor shall the Notification File be used by CIC or its Third-Party Provider for any purpose whatsoever other than facilitating the printing and mailing (or e-mailing, if applicable) of the Client’s Notification Letters. CIC’s Third-Party Provider shall purge and destroy the Notification File promptly upon completion of the mailing or emailing services, including any returned mail processing. Client hereby acknowledges and agrees that it with respect to this Supplemental Service Client shall be solely responsible for (a) compliance with all Laws applicable to the preparation and provision of the Notification Letters to Individuals, (b) timely delivery to CIC of the Notification File, and (c) provision of complete and accurate instructions regarding the date(s) that CIC’s Third-Party Provider is requested to mail or e-mail the Notification Letters to Individuals. Any returned mail shall be directed to the Client’s return mailing address unless otherwise requested by Client in writing. Client agrees to pay CIC for each Notification Letter that Client may request CIC’s Third-Party Provider to prepare in accordance with the pricing delineated on the Order Form. Any pages in addition to the one-page (double sided) Notification Letter shall be priced separately (and in addition to the costs already referenced therein) in accordance with the mutual written agreement of the parties. For a larger batch of Notification Letters, CIC may request pre-paid postage from Client for all Notification Letters on a case-by-case basis; in the event Client chooses not to pre-pay the postage, CIC reserves the right to present Client with modified pricing. For purposes of clarity, the Notification File and the Input File are both owned by Client and shall be deemed the Confidential Information of Client. CIC shall at all times comply, and ensure that its Third-Party Providers comply, with any Law applicable to the receipt, use and processing of the Notification File and the Input File.

3. Address Append Services. Client may request assistance from CIC in order to assist with providing a “best known” address for purposes of mailing Notification Letters since, as an example, Client may have access to only an Individual’s social security number (SSN) and/or aged address data. Client MUST certify via signature of a supplemental rider to the Agreement that the use of any of this data as delivered by CIC will only be used by Client in compliance with Law (“Address Append Rider”). Upon receipt of the executed Address Append Rider from Client, the SSNs of all such Individuals will be provided by Client to CIC (“Input File”) via SFT (or by another secure method agreed to in writing by the Parties). CIC shall forward such information to its Affiliate, Experian Information Solutions, Inc. (“EIS”), in order that EIS may produce an address append file (“Address Append File”). Reasonable commercial efforts will be used by EIS to retrieve an Individual’s name and/or address. In some instances, multiple matches will be returned for an Individual and Client is solely responsible for identifying the best matched record to use for mailing that Individual a Notification Letter. Client hereby acknowledges and agrees that it shall be solely responsible for (a) compliance with all Laws applicable to the utilization of File OneSM data and the Address Append File to notify Individuals, (b) timely delivery to CIC of the Input File, and (c) a properly formatted and machine readable Input File for optimal processing. Client agrees to pay CIC for each Individual record searched in accordance with the pricing delineated on the Order Form. Any subsequent or modified Input Files may be priced separately in accordance with the mutual written agreement of the parties. The Input file shall be promptly purged and destroyed upon completion of the Address Append Services. In no event will the Input File be added or appended to any CIC or EIS database, nor shall the Input File be used by CIC or EIS for any purpose whatsoever other than facilitating the Address Append Services.

For purposes of clarity, the Notification File and the Input File are both owned by Client and shall be deemed the Confidential Information of Client. CIC shall at all times comply, and ensure that its Third-Party Providers and EIS comply, with any Law applicable to the receipt, use and processing of the Notification File and the Input File

Commissioners Court - Regular Session**29.****Meeting Date:** 01/30/2024

Setting Bond amount Elections Administrator

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding setting a bond for the Williamson County Elections Administrator in an amount not to exceed \$20,000.00, payable to the County Judge, approved by the Commissioners Court, and conditioned on the faithful performance of the duties of the position.

Background

On December 14, 2023, the Election Commission voted 4-0 to appoint Bridgette Escobedo as the Williamson County Elections Administrator effective January 2, 2024. Pursuant to Section 31.040, Election Code, the elections administrator must give a bond that is in an amount set by the Commissioners Court not to exceed \$20,000, payable to the County Judge, approved by the Commissioners Court, and conditioned on the faithful performance of the duties of the position.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:57 AM

Started On: 01/25/2024 10:50 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 01/30/2024

Elections Administrator Bond

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the bond for the newly appointed Elections Administrator of Williamson County, Texas.

Background

The Oath of Office is not applicable for the Elections Administrator.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bond

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:57 AM

Started On: 01/25/2024 09:03 AM

MERCHANTS
BONDING COMPANY™

COPY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson

ss.

Bond No. 100316907

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Bridgette Escobedo, as Principal, and the
MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound
unto County Judge, his successors in office, in the sum of
Twenty Thousand Dollars (\$20,000.00) DOLLARS, for the payment of which we
hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd
day of January, 2024, duly Appointed
to the office of Elections Administrator in and for Williamson
County in the State of Texas, for a term beginning the 2nd day of January, 2024 and ending the 2nd day of January, 2025.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid
officer, and shall
"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be
made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or
actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable
stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 3rd day of January, 2024.

Bridgette Escobedo

Principal

Bridgette Escobedo

MERCHANTS BONDING COMPANY (Mutual)

By:

Lisa Roppolo Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Williamson

ss.

Before me, Savannah Roberts, a notary public, on this day personally appeared

Bridgette Escobedo

known to me to be the person whose name is subscribed to the foregoing

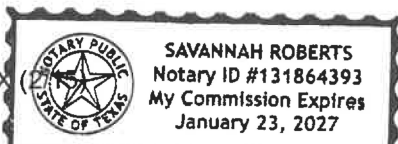
instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Williamson County Elections Dept.

this 25th day of January, 2024

SEAL

PO 0123 TX



Savannah Roberts
Williamson

County, Texas.

Commissioners Court - Regular Session**31.****Meeting Date:** 01/30/2024

Primary Early Voting Polling Centers and Schedule

Submitted For: Bridgette Escobedo**Submitted By:** Judith Ritchie, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2024 Republican Party and Democratic Party Primary Elections to be held March 5, 2024. Early voting will run from February 20, 2024, through March 1, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Early Voting Locations Primary 2024

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judith Ritchie

Final Approval Date: 01/24/2024

Reviewed By

Becky Pruitt

Date

01/24/2024 11:01 AM

Started On: 01/23/2024 11:15 AM

Williamson County - Early Voting Schedule
Primary Election – March 5, 2024
Registered voters may vote at any location listed below

Horario de la Votación Anticipada del Condado de Williamson
Elección Primaria - 5 de marzo de 2024
Los votantes registrados pueden votar en cualquier lugar que se indique a continuación

Dates and Times for Full-Time Locations and Limited Ballot Voting

Fechas y horarios para localidades de tiempo completo

Tuesday, February 20 through Friday, February 23 (*Martes 20 de febrero al Viernes 23 de febrero*)

8:00 am to 6:00 pm

Saturday, February 24 (*Sábado 24 de febrero*)

7:00 am to 7:00 pm

Sunday, February 25 (*Domingo 25 de febrero*)

12:00 pm to 6:00 pm

Monday, February 26 through Friday, March 1 (*Lunes 26 de febrero a Viernes 1 de marzo*)

7:00 am to 7:00 pm

Main Location - ubicación principal

Georgetown: Georgetown Annex, HR 108, 100 Wilco Way, 78626

Full-Time Branch Locations – ubicaciones de sucursales

Austin: Anderson Mill Limited District, Room A, 11500 El Salido Parkway, 78750

Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613

Cedar Park: Cedar Park Recreation Center, Community Room, 1435 Main St, 78613

Georgetown: Georgetown City Hall, Community Room, 808 Martin Luther King Jr St, 78626

Georgetown: Georgetown ISD Technology Building, Conference Room, 603 Lakeway Drive, 78628

Georgetown: The Oaks Community Center-Sun City, 301 Del Webb Blvd, 78633

Georgetown: Georgetown Randalls, 5721 Williams Dr, 78633

Hutto: Hutto Annex, 321 Ed Schmidt Blvd, 78634

Jarrell: Jarrell ISD Administration Building, Boardroom, 108 East Avenue F, 76537

Leander: Leander Public Library Annex, 1011 S. Bagdad Rd, 78641

Liberty Hill: Liberty Hill ISD Gym Annex, Gym, 301 Forest St, 78642

Round Rock: Baca Senior Center, Bldg 2 room 3, 301 W Bagdad Ave, 78664

Round Rock: Brushy Creek Community Center, Maple room, 16318 Great Oaks Drive, 78681

Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664

Round Rock: Williamson County Jester Annex, Anderson & Harrell room, 1801 E Old Settlers Blvd, 78664

Taylor: Taylor City Hall, Auditorium, 400 Porter Street, 76574

Limited Ballot Voting – Local de Votación limitada

Georgetown: Georgetown Annex, P105, 100 Wilco Way, 78626

Williamson County - Early Voting Schedule
Primary Election – March 5, 2024
Registered voters may vote at any location listed below

Horario de la Votación Anticipada del Condado de Williamson
Elección Primaria - 5 de marzo de 2024

Los votantes registrados pueden votar en cualquier lugar que se indique a continuación

Dates and Times for Part-Time Locations

Fechas y horarios para ubicaciones a tiempo parcial

Monday, February 26 through Friday, March 1 *(Lunes 26 de febrero a Viernes 1 de marzo)*

7:00 am to 7:00 pm

Part-Time Branch Locations – *ubicaciones de sucursales*

Bartlett: Bartlett City Hall, Council Chambers, 140 W Clark St, 76511

Florence: Florence City Hall, Council Chambers, 851 FM 970, 76527

Granger: Granger Brethren Church, Fellowship Hall, 306 W Broadway St, 76530

Commissioners Court - Regular Session**32.****Meeting Date:** 01/30/2024

Adoption of ES&S EVS 6.3.0.0 Voting System

Submitted For: Bridgette Escobedo**Submitted By:** Judith Ritchie, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Resolution to Adopt the EVS 6.3.0.0 Voting System, as certified by the State of Texas, to be used for early and regular election day voting by Williamson County for the March 5, 2024, election and all subsequent elections, in accordance with Section 123.001(b) of the Texas Election Code.

Background

On June 27, 2023, the Williamson County Commissioner's Court approved the purchase of an upgrade for Williamson County from Election Systems & Software (ES&S). The upgraded voting system includes ExpressVote ballot marking devices and DS200 and DS300 digital scan precinct tabulators to be available at every Williamson County polling location, as well as DS850 central high-speed digital scanners and tabulators to be used at Central Count to tabulate ballots received by mail. The upgraded voting system will be put into use for the first time on February 20, 2024, during Early Voting for the March 5, 2024, Primary election.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Statement

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judith Ritchie

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 11:01 AM

Started On: 01/25/2024 08:35 AM

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Jane Nelson
Secretary of State

REPORT OF REVIEW OF ELECTION SYSTEMS & SOFTWARE EVS 6.3.0.0 SYSTEM

PRELIMINARY STATEMENT

On January 24-25, 2023, Election Systems & Software (“ES&S” or the “Vendor”) presented the EVS 6.3.0.0 system for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Tom Watson, an expert in electronic data communication systems;
2. Mr. Brian Mechler, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Mr. Charles Pinney, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Mr. Robert Thomson, an expert in electronic data communication systems; and
2. Mr. Austin Kinghorn, an employee of the Texas Attorney General.

On January 24, 2023, Mr. Mechler, Mr. Pinney, and Mr. Thomson witnessed the installation of the EVS 6.3.0.0 software and firmware that the Office of the Texas Secretary of State (the “Office”) received directly from the Independent Testing Authority. Mr. Pinney conducted the examination of the accessibility components of the ExpressVote and the ExpressTouch.

On January 25, 2023, the Vendor demonstrated the system and answered questions presented by the examiners. After the vendor presentation, the examiners conducted a test election and tested other components of the system. The results of the test election were accumulated and later verified for accuracy by staff of the Secretary of State.

During the initial examination, the examiners identified a paper jam issue with the DS300 precinct scanner. A follow-up examination of that issue was conducted on March 31, 2023. Consistent with the Office’s administrative rules, the Office determined that due to extenuating circumstances—specifically, the completion of the follow-up examination—the examiners needed more than 30 days to complete their examiner reports. *See* 1 Tex. Admin. Code § 81.60(9)(C). Accordingly, the Office extended the deadline for the examiners to submit their reports pertaining to the EVS 6.3.0.0 system. 1 Tex. Admin. Code § 81.60(9)(C). The examiners’ reports indicate that the paper jam issue could be resolved by imposing a condition on certification prohibiting the installation of the imprinter on the DS300 precinct scanner.

Examiner reports regarding the EVS 6.3.0.0 system are attached hereto and incorporated herein by this reference.

On June 1, 2023, pursuant to Section 122.0371 of the Texas Election Code, the Office held a public hearing for interested persons to express views for or against the certification of the EVS 6.3.0.0 system.

BRIEF DESCRIPTION OF EVS 6.3.0.0

The EVS 6.3.0.0 system is an updated version of the EVS 6.1.1.0 system, which the Office certified in January 2021 for use in Texas elections.¹ EVS 6.3.0.0 includes software enhancements to the existing election management system and updates to other previously certified hardware components, including the ExpressVote ballot marking device, the ExpressTouch curbside DRE, the DS200 precinct scanner, and the DS450 and DS850 central scanners. EVS 6.3.0.0 also included an additional hardware component (DS300 precinct scanner). The ExpressVote XL ballot marking device was not submitted for certification with the EVS 6.3.0.0 system.

EVS 6.3.0.0 has been evaluated at an accredited independent voting system laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). EVS 6.3.0.0 was certified by the U.S. Election Assistance Commission (EAC) on November 17, 2022.

The components of EVS 6.3.0.0 are as follows:

Component	Version	Description
ExpressTouch	4.2.1.0	Direct-recording electronic voting machine (only for curbside voting)
DS200 (HW 1.2)	3.0.0.0	Precinct scanner
DS200 (HW 1.3)	3.0.0.0	Precinct scanner
DS200 (HW 1.3.13)	3.0.0.0	Precinct scanner
DS300	3.0.0.0	Precinct scanner
DS450	4.2.0.0	Central scanner
DS850	4.2.0.0	Central scanner
DS950	4.2.0.0	Central scanner
ExpressVote (HW 1.0)	4.2.1.0	Ballot marking device
ExpressVote (HW 2.1)	4.2.1.0	Ballot marking device

¹ ES&S also submitted the EVS 6.2.0.0 system for certification in Texas. The examination of that system occurred in June 2022. The Office's certification orders for the EVS 6.2.0.0 and EVS 6.3.0.0 systems are being issued simultaneously.

ElectionWare	6.3.0.0	Election management software
ExpressLink	3.0.0.0	Election management software
Event Log Service	3.0.0.0	Election management software
ExpressVote Activation Card Printer	N/A	Voting machine ballot activation device
PaperBallot	6.3.0.0	Election management software
Removable Media Service	3.0.0.0	Election management software
Toolbox	4.3.0.0	Election management software
Regional Results	1.5.0.0	Election management software

FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and the written reports of the voting system examiners (all of whom recommended certifying the EVS 6.3.0.0 system for use in Texas elections, subject to certain conditions outlined below).

The EVS 6.3.0.0 system, including its hardware and software components, meets the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the EVS 6.3.0.0 system and its components, among other things:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting; and
10. Are capable of providing records from which the operation of the voting system may be audited.

CONDITIONS

The Secretary of State imposes the following conditions on the certification of the EVS 6.3.0.0 system:

1. The imprinter attachment shall not be installed on any tabulation devices used with the EVS 6.3.0.0 system.
2. The Regional Results module must be used in accordance with procedures prescribed by the Secretary of State under Section 127.1231(b) of the Texas Election Code for the module to be considered within the scope of the certification of the EVS 6.3.0.0 system.

CONCLUSION

Accordingly, based upon the foregoing, I hereby certify Election Systems & Software's EVS 6.3.0.0 system for use in Texas elections, subject to the above conditions.

Signed under my hand and seal of office, this 29TH day of JUNE, 2023.



JOSE A. ESPARZA
DEPUTY SECRETARY OF STATE

**COMMISSIONERS COURT
OF
WILLIAMSON COUNTY, TEXAS**

A RESOLUTION TO ADOPT THE EVS 6300 VOTING SYSTEM

WHEREAS, the EVS 6300 voting system by Elections System & Software (ES&S) is comprised of the ExpressVote ballot marking device, the DS850 central scanner, and the DS200 and DS300 precinct scanner, and

WHEREAS, Section 123.035 of the Texas Election Code requires that use of new voting equipment must be approved by the Elections Division of the office of the Texas Secretary of State; and

WHEREAS, approval from the State of Texas that ES&S EVS 6300 voting system is certified for use in Texas is attached hereto as EXHIBIT A; and

WHEREAS, the Williamson County Elections Department has purchased the new ADA-compliant EVS 6300 voting system to be used by the County for the 2024 Elections and all subsequent elections; and

WHEREAS, pursuant to Section 123.001(b) of the Texas Election Code, Williamson County must formally adopt said voting system;

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

Williamson County does hereby adopt the ES&S EVS 6300 voting system as certified by the State of Texas.

PASSED, APPROVED AND ADOPTED by the majority of the Commissioners Court of Williamson County, Texas on this the ____ day of _____, 2024.

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravel, Jr.
Williamson County Judge

Commissioners Court - Regular Session**33.****Meeting Date:** 01/30/2024

Consulting Services Agreement between Williamson County and ETC Institute, Inc.

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 Consulting Services Agreement between Williamson County and ETC Institute, Inc., relating to the design and administration of a survey for Williamson County, Texas.

Background

The Williamson County Strategic Plan determined a key goal for the county is to enhance communication strategy internally and externally. The Communications Key Goal team then identified an objective to solicit feedback from the community through a community wide survey. Money was allocated for this in the FY 23-24 budget. A quick quote process was conducted through the Purchasing Department with a small committee reviewing the quotes submitted. The group recommends utilizing the services of ETC Institute Inc.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Consulting Services Agreement with ETC Institute

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 08:37 AM

01/25/2024 09:16 AM

Started On: 01/24/2024 05:00 PM

CONSULTING SERVICES AGREEMENT

(ETC Institute, Inc.)

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between **ETC Institute, Inc.**, (hereinafter "Consultant") and **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and will renew automatically for successive one-year periods unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant, if any, in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and

will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1.

7.2 Consultant agrees to fully cooperate with the County throughout the implementation of the services provided, and thereafter, to assist in the determination of the cause and resolution of any issues related to the services as implemented. In the event an issue with the services arises and the cause of the issue is determined to be inadequate work, errors, or omissions in the services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist.

8. Indemnification and Insurance

8.1 INDEMNIFICATION.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT 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 CONSULTANT, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREUNDER. TO THE EXTENT ALLOWED BY LAW, CONSULTANT 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, CONSULTANT 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 SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONSULTANT OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	
Bodily Injury by Disease	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
	\$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	\$1,000,000	\$1,000,000
------------------------------------	-------------	-------------

Aggregate policy limits:	\$2,000,000
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- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

Aggregate policy limits	No aggregate limit
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Consultant, 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 Agreement, Consultant shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice (“Change Requests”). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

11. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

12. General

12.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

12.2 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.

12.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the

parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

12.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

12.5 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

12.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12.7 County's Right to Audit. Consultant 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

12.10 Authorized Expenses. In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, 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 Agreement

by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](https://www.wilco.org/WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf). 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.

12.11 No Agency Relationship & Indemnification. It is understood and agreed that Consultant shall not in any sense be considered a partner or joint venturer with the County, nor shall Consultant hold itself out as an agent or official representative of the County. Consultant 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 Consultant or failure to act relating to the services being provided.

12.12 Foreign Terrorist Organizations. Consultant 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.

12.13 Media Releases. Consultant 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.

12.14 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.15 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

ETC Institute Inc.

BY: _____

NAME: Gregory S Emas

TITLE: CFO

DATE: January 24, 2024

WILLIAMSON COUNTY, TEXAS

BY: _____

TITLE: As Presiding Officer of the
Williamson County Commissioners Court

DATE: _____, 20____

EXHIBIT A

STATEMENT OF WORK

The following describes the Services shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

ETC Institute, Inc. will design and administer a survey for Williamson County, Texas. This includes: developing the survey in conjunction with County staff, designing the sampling plan to complete a total of 1,200 completed surveys from randomly selected Williamson County residents, survey administration fees that include all printing and postage for the initial mailing of the survey as well as additional administration activities including but not limited to postcards, text messages, emails, social media posts, and potentially a second mailing of the full survey packet to households who do not initially respond, providing a full report with executive summary, charts, benchmarking, Importance-Satisfaction Analysis, cross-tabulations of the results by key demographics, verbatim open-ended responses, data questions that show the results for all questions on the survey, a copy of the survey instrument, and GIS maps, and an on-site presentation of the final results to the Commissioners Court during a mutually agreed upon date and time. ETC Institute can also deliver the final results of the survey in an Excel spreadsheet that includes the latitude and longitude coordinates, at the block level, for all responses.

Time for Performance:

The Service to be performed under this SOW shall be completed within **sixteen (16) weeks from the development of the survey.**

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed **\$40,500.00.**

Time and Materials Rates:

The rates for Time and Materials shall be as follows:

Survey and Sampling Plan Development	\$7,600.00
Initiate Survey Administration (Printing & Mailing)	\$11,400.00
Survey Administration Complete	\$13,300.00
Analyze the Results and Draft Report	\$5,700.00
On-Site Presentation	\$2,500.00

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session**34.****Meeting Date:** 01/30/2024

Granger Housing Authority FY22 CDBG Amendment

Submitted By: Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action to amend the 2022 Community Development Block Grant Annual Action Plan by changing the scope of the Granger Housing Authority rehab project to include upgrading property electrical system, repairing and/or replacing property sidewalks and gutter installation.

Background

The original scope was electrical and furnace improvements to support central air conditioning installation. The Housing Authority was able to include this in a previously funded project that came in under budget. The amendment will allow the Granger Housing Authority to make improvements for the safety of residents.

The change in scope of this project does not change the funding amount of \$121,330 nor does it change the clients served.

Approving this request will trigger a substantial amendment to the Annual Action Plan which will require a 30-day public comment period.

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: Sally Bardwell

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:27 AM

Started On: 01/25/2024 09:46 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 01/30/2024

Animal Shelter Donations BA Rev 01.30.24

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

This is for donation collections for October 2023 through December 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$13,980.44
	0546.0000.367404	Animal Shelter Donations	\$182,090.06
	0546.0000.367440	Jane's Fund Donations	\$19,352.19
	0546.0000.367442	Play Yard Donations	\$450.00
	0546.0000.367443	Heart Worm Trmt Donations	\$9,162.20
	0546.0000.367445	SIT Team Donations	\$496.00
	0546.0000.367447	Animal Transport Donations	\$190.00
	0546.0000.367448	Kitten Care Donations	\$3,098.90
	0546.0000.370150	Sales of Pet Care Products	\$1,667.75

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:08 AM

Started On: 01/24/2024 03:48 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 01/30/2024

Animal Shelter Donations BA Exp 01.30.24

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

This is for donation collections for October 2023 through December 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0546.003510	Purchases for Resale	\$1,775.44
	0546.0546.003670	Use of Donations	\$193,848.10
	0546.0546.004100	Professional Services	\$20,601.81
	0546.0546.004105	Foster Home Care	\$3,299.00
	0546.0546.004231	Travel	\$202.27
	0546.0546.004232	Training	\$528.03
	0546.0546.004509	Facility Enhancements	\$479.06
	0546.0546.004975	Animal Medical Care	\$9,753.83

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:08 AM

Started On: 01/24/2024 04:16 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 01/30/2024

Approval of County Addendum for Support and Maintenance from Motorola 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 approving Agreement #202507 for the annual Support and Maintenance for Astro/NICE for Dispatch and the Training Lab/Back Up Center with Motorola Solutions, Inc. totaling \$497,878.27, pursuant to HGAC Contract #RA05-21, and authorizing the purchase.

Background

This agreement provides the county's mission-critical radio communications systems with 24/7/365 support and maintenance from Motorola per the attached quotes. These contracts are renewed annually. Funding Source for FY24 is 01.0100.0523.004500. Point of contact is Janessa Stephens. Motorola Solutions, Inc. is a publicly-traded company. Therefore, no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Motorola Service Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 02:32 PM

01/25/2024 08:41 AM

Started On: 01/19/2024 10:22 AM

**WILLIAMSON COUNTY
ADDENDUM FOR MOTOROLA SOLUTIONS
SERVICE AGREEMENT**

Quote #: [REDACTED] ; Contract #: [REDACTED]
Quote #: [REDACTED] ; Contract #: [REDACTED]

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 MOTOROLA SOLUTIONS SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (“Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter “Motorola”), both of which are referred to herein as the parties. The Customer agrees to engage Motorola as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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 Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

Texas Law Applicable to Identification: Customer indemnifications or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County’s rights.

III.

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

IV.

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

V.

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. This Addendum;
- B. As described in the attached Quote(s), which is incorporated herein as if copied in full:
 - a. Quote #: [REDACTED] Contract #: [REDACTED]
 - b. Quote #: [REDACTED] Contract #: [REDACTED]
- C. Cooperative Agreement (Contract # HGAC RA05-21)

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

VI.

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

VII.

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

VIII.

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

IX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer

of the Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the Customer.

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

MOTOROLA
Name of Service Provider

DocuSigned by:
Paul Newman

F1BEB996FA4A46E...
Authorized Signature

Paul Newman
Printed Name

Date: 1/18/2024 _____, 20____



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number :
Contract Number:
Contract Modifier:

Date:01/27/2023

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 3171 SE INNER LOOP

City, State, Zip: GEORGETOWN , TX, 78626

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer #

Bill to Tag # :

Contract Start Date :01-Oct-2023

Contract End Date :30-Sep-2024

Payment Cycle :MONTHLY

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
2		VPM - AIS	
2		CCGWS	
28		DISPATCH SITES LOCATION	
		VPM (MCC 7500)	
1	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
2		VPM - AIS	
2		CCGWS	
28		DISPATCH SITES LOCATION	
		VPM (MCC 7500)	
1	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
2		VPM - AIS	
2		CCGWS	
28		DISPATCH SITES LOCATION	
		VPM (MCC 7500)	
1	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$62,209.12
2		VPM - AIS	
2		CCGWS	
28		DISPATCH SITES LOCATION	
		VPM (MCC 7500)	
1	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$6,540.76
2		VPM - AIS	
2		CCGWS	
28		DISPATCH SITES LOCATION	
		VPM (MCC 7500)	
1	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$124,428.05
		VPM - AIS	



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number :
Contract Number:
Contract Modifier:

Qty	Service Name	Service Description	Extended Amt
2		CCGWS	
2		DISPATCH SITES LOCATION	
28		VPM (MCC 7500)	
	SVC02SVC0487A	NICE-SUA II	\$112,631.58
	SVC02SVC0127A	NICE GOLD PACKAGE	\$132,232.73
		Subtotal - Recurring Services	\$36,503.52
		Subtotal - One-Time Event Services	\$0.00
		Total	\$438,042.24
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

SZ2A0ED1 Dispatch Sites Location:1,VPM (MCC 7500):6
SZ913E1D24 Dispatch Sites Location:1,VPM (MCC 7500):22,VPM - AIS:1,CCGWs:2
SZ913E1D24_(NICE) Dispatch Sites Location:1

Contract As per HGAC RA#05-21

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : [REDACTED]
Contract Number: [REDACTED]
Contract Modifier: [REDACTED]

Contract Number : [REDACTED]
Contract Modifier : [REDACTED]
Contract Start Date : 01-Oct-2023
Contract End Date : 30-Sep-2024



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number :
Contract Number:
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number :
Contract Number:
Contract Modifier:

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]
Contract Number: [REDACTED]
Contract Modifier: [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]
Contract Number: [REDACTED]
Contract Modifier: [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

Quote Number [REDACTED]
Contract Number: [REDACTED]
Contract Modifier: [REDACTED]

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number :
Contract Number:
Contract Modifier:

Date:01/27/2023

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 3171 SE INNER LOOP

City, State, Zip: GEORGETOWN , TX, 78626

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer #

Bill to Tag # :

Contract Start Date :01-Oct-2023

Contract End Date :30-Sep-2024

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
1		CCGWS	
1		DISPATCH SITES LOCATION	
8		VPM (MCC 7500)	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
1		CCGWS	
1		DISPATCH SITES LOCATION	
8		VPM (MCC 7500)	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
1		CCGWS	
1		DISPATCH SITES LOCATION	
8		VPM (MCC 7500)	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$19,404.37
1		CCGWS	
1		DISPATCH SITES LOCATION	
8		VPM (MCC 7500)	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$1,804.35
1		CCGWS	
1		DISPATCH SITES LOCATION	
8		VPM (MCC 7500)	
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$38,627.31
1		CCGWS	
1		DISPATCH SITES LOCATION	
8		VPM (MCC 7500)	



SERVICE AGREEMENT

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Quote Number :
Contract Number:
Contract Modifier:

	Subtotal - Recurring Services	\$4,986.34	\$59,836.03
	Subtotal - One-Time Event Services	\$0.00	\$0.00
	Total		\$59,836.03
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

SPECIAL INSTRUCTIONS:

Training Lab Maintenance and SUA
SZ913E1D22 Dispatch Sites Location:1,VPM (MCC 7500):8,CCGWs:1

Contract As per HGAC RA#05-21

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY

Contract Number :

Contract Modifier :

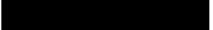
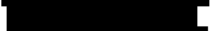
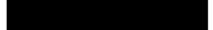
Contract Start Date : 01-Oct-2023

Contract End Date : 30-Sep-2024



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : 
Contract Number: 
Contract Modifier: 

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number [REDACTED]
Contract Number: [REDACTED]
Contract Modifier: [REDACTED]

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]
Contract Number: [REDACTED]
Contract Modifier: [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : [REDACTED]
Contract Number: [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

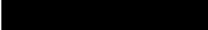
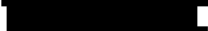
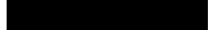
17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

Quote Number : 
Contract Number: 
Contract Modifier: 

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Commissioners Court - Regular Session**38.****Meeting Date:** 01/30/2024

Approval of the Guaranteed Maximum Price (GMP) for the Juvenile Justice Center addition with SpawGlass Contractors Inc for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #22RFP135 Construction Manager at Risk (CMAR) for Juvenile Justice Center Addition to Spawglass Contractors, in the amount of \$1,311,902.00 and authorize the execution of the GMP between Williamson County and Spawglass Contractors, Inc. The funding source is P578.

Background

The guaranteed maximum price (GMP) is for the Juvenile Justice Center Addition RFP # 22RFP135, awarded by the Commissioners Court on 10.02.22 with agenda item #13 to perform the work approved for the above referenced project. The funding source is P578 and Trenton Jacobs is the point of contact.

Fiscal Impact

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

Attachments

Form 1295 SpawGlass v1
WCJJC Addition Bid Package

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/24/2024 03:12 PM
01/25/2024 08:39 AM
Started On: 01/17/2024 08:15 PM

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:
2024-1108186

Date Filed:
01/03/2024

Date Acknowledged:

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

SpawGlass Contractors
Austin, 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.

P578
Juvenile Justice Center Addition - Bid Package 01(Generator Procurement)

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 _____, 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)

Blake Green

Digitally signed by Blake Green
DN: c=US, E=blake.green@spawglass.com,
O=SpawGlass Contractors, CN=Blake Green
Date: 2024.01.03 13:00:43-06'00'

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.

SpawGlass Contractors
Austin, TX United States

Certificate Number:
2024-1108186

Date Filed:
01/03/2024

Date Acknowledged:
01/04/2024

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.

P578
Juvenile Justice Center Addition - Bid Package 01(Generator Procurement)

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

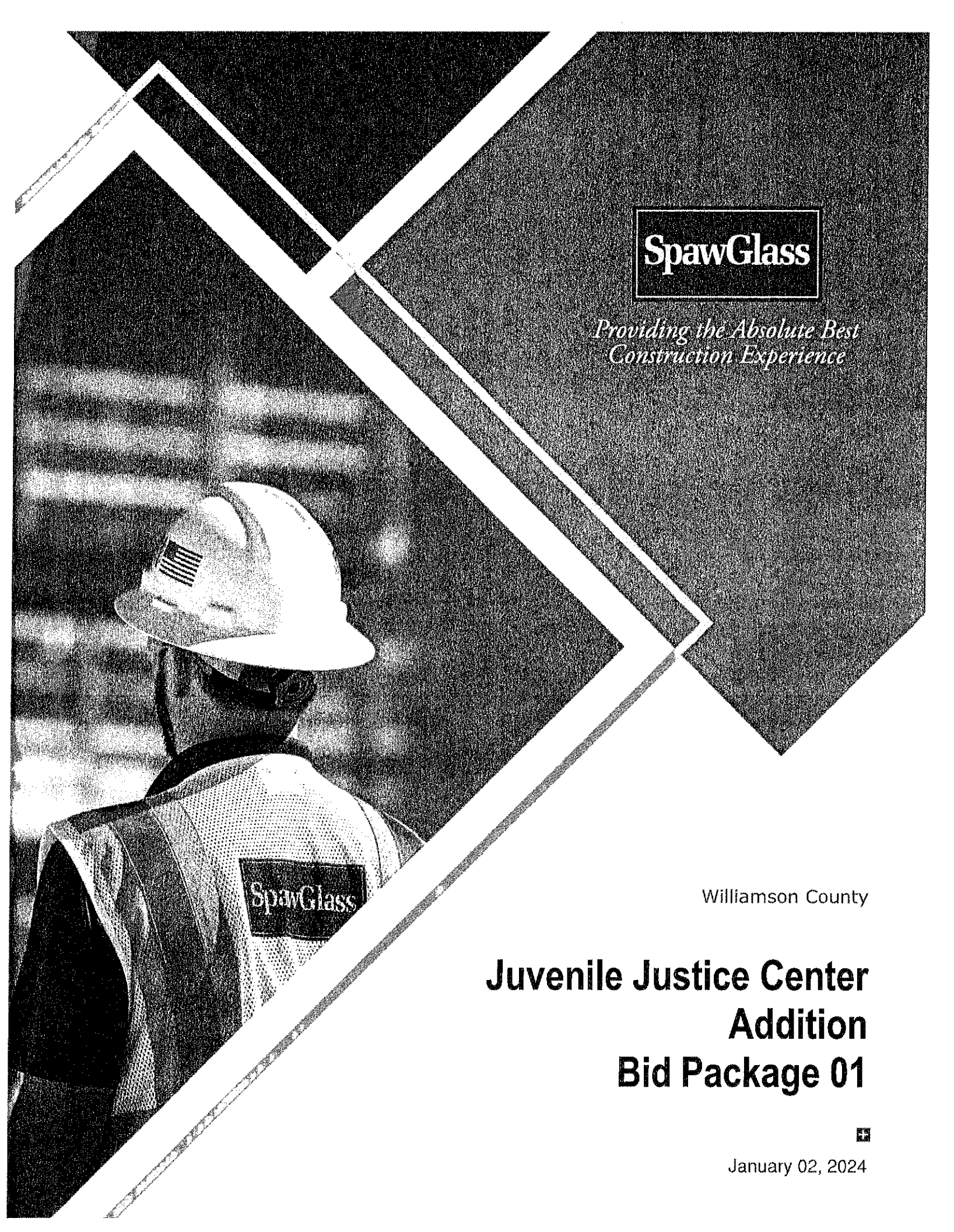
My name is _____, and my date of birth is _____.

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)



SpawGlass

*Providing the Absolute Best
Construction Experience*

Williamson County

Juvenile Justice Center Addition Bid Package 01



January 02, 2024

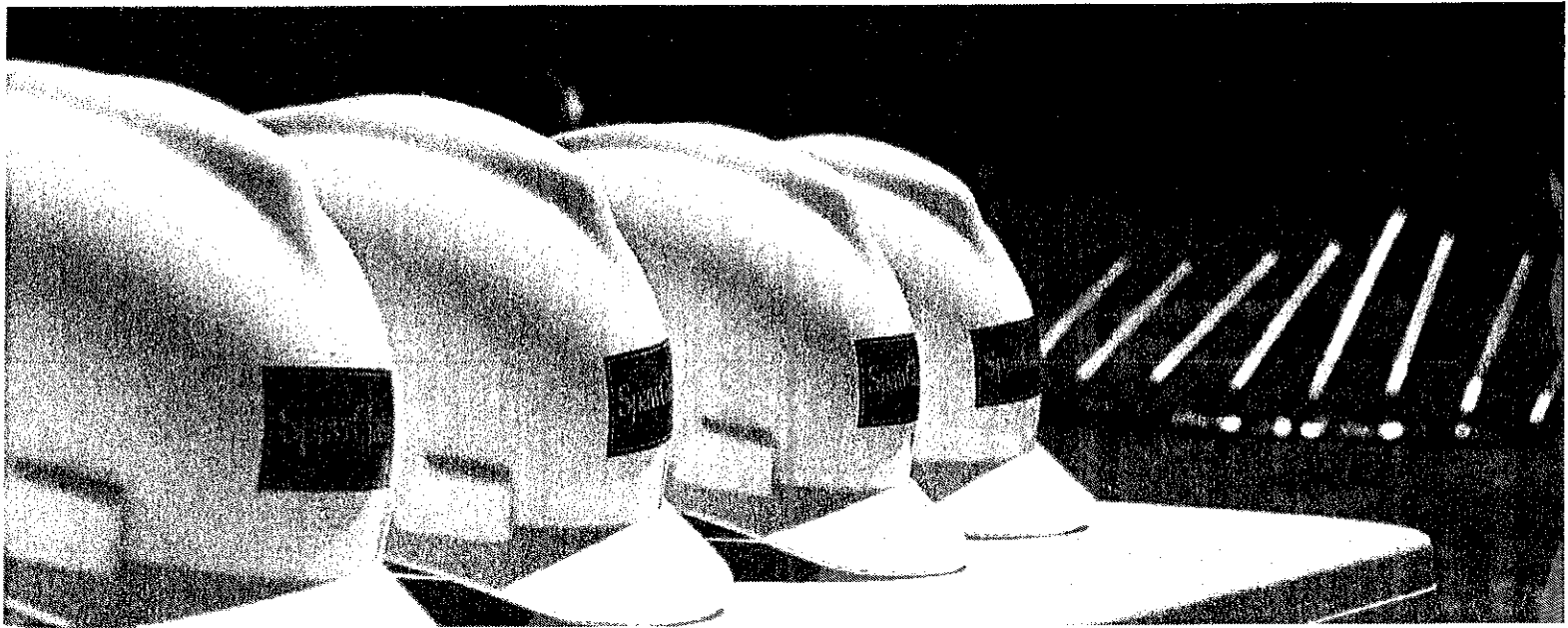


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TAB1

GMP COST SUMMARY



SpawGlass

*Providing the Absolute Best
Construction Experience*

SpawGlass Contractors, Inc. hereby submits to Williamson County for the use and benefit of Juvenile Justice Center Addition – Bid Package 01 GMP price based on the Construction Documents developed for the Project, as follows:

- | | |
|--|---------------------|
| 1. The proposed amount for Cost of Work:
(Includes \$28,019 in "Work Remaining to Procure") | \$ 1,148,776 |
| 2. The Proposed CMAR's Fee (14.2%):
(CMAR Fee includes OH&P, General Conditions, Insurance, and Warranty) | \$ 163,126 |
| 3. TOTAL: LINE ITEMS 1 THROUGH 2: | \$ 1,311,902 |

Blake Green

Digitally signed by Blake Green
DN: cn=US,
email=Blake.Green@spawglass.com,
o=SpawGlass Contractors,
cn=Blake Green
Date: 2024.01.19 14:16:02-06'00'

Blake Green
Project Executive

GUARANTEED MAXIMUM PRICE PROPOSAL
Juvenile Justice Center Addition Project
Bid Package 01 – Emergency Power System,
Docking Station, and Automatic Transfer Switch

SpawGlass Contractors, Inc. ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit County pursuant to the provisions of the Contract for Construction Manager at-Risk Project Delivery dated October 4, 2022 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch for the Juvenile Justice Center Addition Project ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.

A not-to-exceed amount for the Cost of the Work for Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch pursuant to the Contract:

One Million One Hundred Forty-Eight Thousand Seven Hundred Seventy-Six Dollars (\$1,148,776.00)

CMAR's Fee.

A fixed sum fee for CMAR's Fee for Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch pursuant to the Contract:

One Hundred Sixty-Three Thousand One Hundred Twenty-Six Dollars (\$163,126.00)

Total GMP.

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

One Million Three Hundred Eleven Thousand Nine Hundred Two Dollars (\$1,311,902.00)

CMAR hereby guarantees to County not to exceed the above referenced GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause such GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.

The date for achieving Substantial Completion of Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch shall be **Six Hundred Fifty-Eight (658) calendar days** from the Notice to Proceed with such construction.

Withdrawal of GMP Proposal.

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Five Hundred Dollars (\$ 500.00) per calendar day** for failure to complete the work for the Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch within the Contract Time in accordance with the Contract.

Owner's Contingency.

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

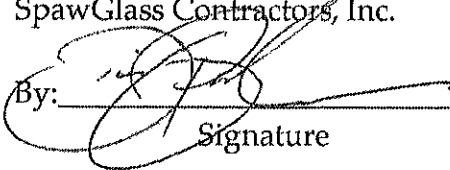
Zero Dollars (\$0.00)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch.

CMAR:

SpawGlass Contractors, Inc.

By: 

Signature

David Paden

Printed Name

Regional President

Title

Date Signed: January 19, 2024

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

Date Signed: _____, 20____

TAB 2

EXECUTIVE SUMMARY



SpawGlass

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**Williamson County
Juvenile Justice Center Addition – Bid Package 01
200 Wilco Way
Georgetown, TX 78626**

The Juvenile Justice Center Addition Project will consist of the scopes of construction services, which were set forth and solicited in Williamson County Request for Proposals (RFP) **#22RFP135** Construction Manager at Risk (CMAR) for Juvenile Justice Center Addition Project.

Due to constant changing manufacturer lead times and supply chain issues, the current lead time for the generator procurement for the Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch is 85 weeks after submittals are approved by the Engineer of Record and the current submittal lead time is 6 weeks after CMAR (SpawGlass) is released on such package. Due to time constraints, CMAR and County have agreed to separately phase out various scopes of the construction services and execute this Guaranteed Maximum Price Proposal as to only the Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch phase of construction services so that such phase of construction can be commenced prior to the completion of the design for the remainder scope of construction for the entire Project and, thereby, ensuring completion on or before the Substantial Completion date set out in the Guaranteed Maximum Price Proposal - Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch under Tab 1.

CMAR and County will negotiate future amendments or supplements to this Guaranteed Maximum Price Proposal in order to include the remainder scope of construction services for the entire Project once the design for such services has been completed. CMAR acknowledges and agrees that the remainder scope of construction for the Project shall not constitute changes in the Work and there should be no adjustment under Sections 5.1.2 or 5.1.3 of the Contract to increase CMAR's Fee percentage that is set forth under Section 5.1.1 of the Contract. Furthermore, the preconstruction phase compensation set forth under Section 4.1.1 of the Contract shall remain the lump sum amount set out therein and shall not be changed or modified due to any phasing of the construction services.

Scope of Work:

Bid Package 01 is being submitted in order to procure the Emergency Power System, Docking Station, and Automatic Transfer Switch. Alterman Electric that has been selected as the "Best Value" to supply these items. This Guaranteed Maximum Price Proposal - Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch is based on the utilization of the Cummins diesel generator option.

Schedule:

The below dates set forth the anticipated delivery date for the Emergency Power System, Docking Station, and Automatic Transfer Switch. In the event these dates change due to manufacturer lead times, any amendments to the Guaranteed Maximum Price Proposal - Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch must be negotiated and executed in accordance with the Contract Documents.

Anticipated Schedule for delivery of the Generator, Docking Station, and ATS:

Notice to Proceed:	January 30, 2024
Execution of Contract with Alterman Electric:	February 06, 2024
Generator, Docking Station, and ATS Delivery (94 Weeks from NTP):	November 22, 2025

TAB 3

PROJECT TEAM

SpawGlass

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BLAKE GREEN

PROJECT EXECUTIVE | EMPLOYEE OWNER

As project executive, Blake will provide leadership throughout the project including oversight of the budget, schedule, risk management measures and subcontractor relations.

CONFIDENTIAL BEVERAGE COMPANY PROJECT

Austin, TX | Confidential

New 40,000 SF Facility on a confidential beverage company campus

PALM PARK UTILITIES RELOCATION

Austin, TX | \$1,692,748

Project consisted of constructing an Austin Energy ductbank and telecom ductbank to serve surrounding area, specifically allowing the existing aboveground utilities in Palm Park to be run underground, and will also serve the neighboring development

HEB AUSTIN 08 RENOVATION

Austin, TX | \$Confidential

Renovation and expansion of a grocery store.

HEB AUSTIN 3 - HANCOCK EXPANSION

Austin, TX | \$Confidential

Expansion of an existing grocery store

TEXAS STATE UNIVERSITY DHRL BLANCO HALL RENOVATIONS

San Marcos, TX | \$20,193,152

Renovations and improvements to five-level, 200,000 SF, 300-bed dormitory building, including extensive upgrades to MEP systems and living spaces

MILITARY AND GOLIAD H-E-B ADDITION AND RENOVATION

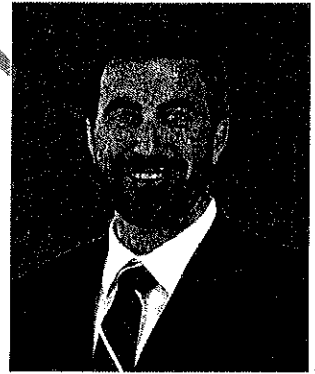
San Antonio, TX | \$Confidential

SpawGlass provided a 13,940 SF addition to the left side of the 89,000 SF store, work also included construction of new towers at the front two entrances, the addition of a Texas Backyard area, and Curbside and parking lot improvements

FORT HOOD AT SCHLUETER LOOP H-E-B

Killeen, TX | \$Confidential

The new 83,000 SF store featured fresh produce; meat market; fish market; gourmet cheese shop; sushi bar; bakery and tortilleria; healthy living department with bulk foods; wine and beer department; pharmacy; floral department; True Texas BBQ restaurant; fuel station; car wash; and Curbside pick-up



YEARS OF EXPERIENCE

14 in the Industry

14 with SpawGlass

EDUCATION

B.S. Civil Engineering,
Texas A&M University-Kingsville

TRAINING

OSHA 30-Hour

First Aid/CPR

ASHE Healthcare Construction
Certificate (HCC)



Fort Hood at Schlueter Loop H-E-B

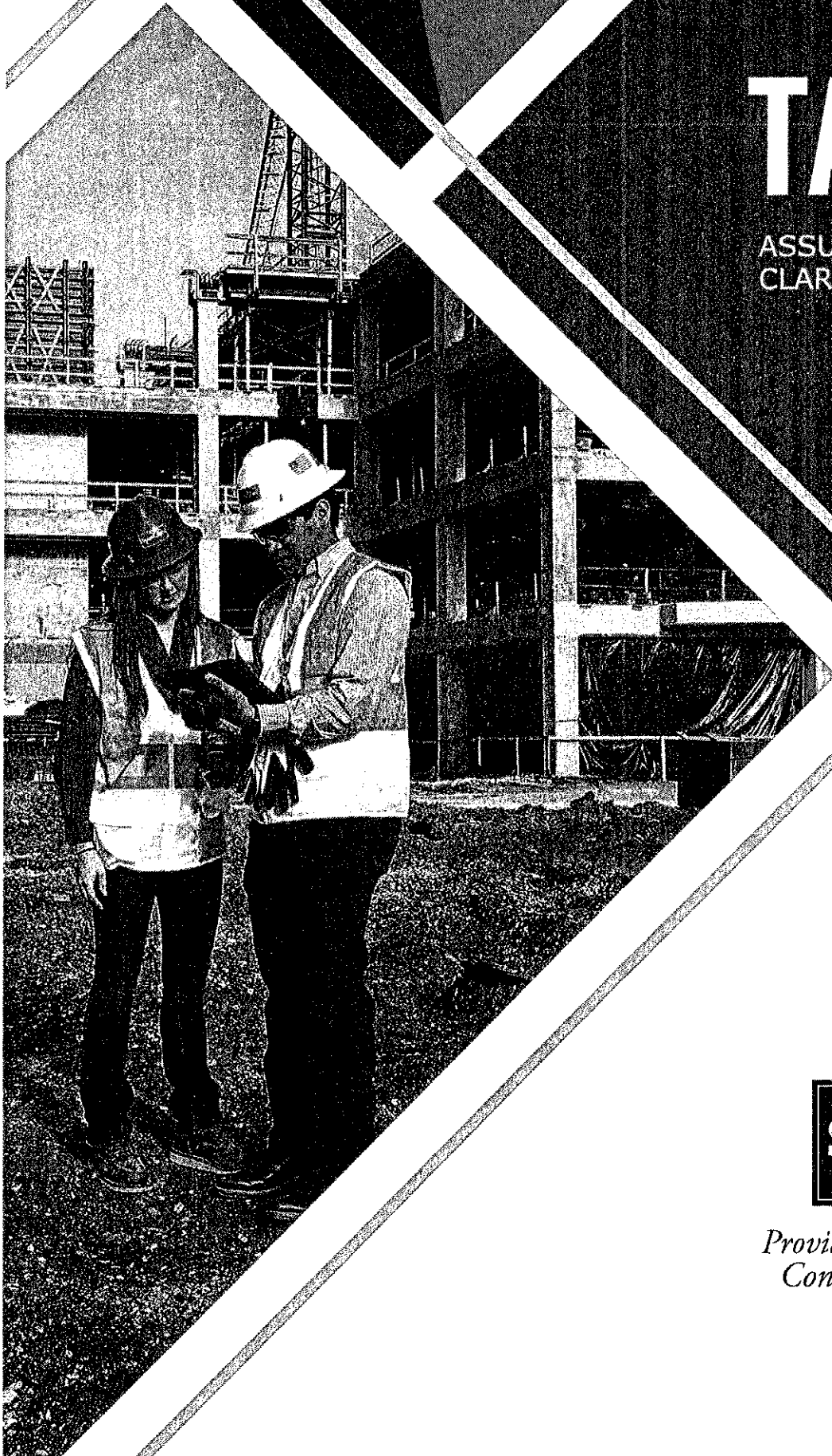


Military and Goliad H-E-B Addition and Renovation



TAB 4

ASSUMPTIONS AND
CLARIFICATIONS



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**Williamson County
Juvenile Justice Center Addition – Bid Package 01
200 Wilco Way
Georgetown, TX 78626**

GENERAL QUALIFICATIONS

1. Subcontractor pricing is guaranteed for 60 days which means this **Proposal Expires on 02/12/24**. After this date, subcontractor pricing will need to be rebid.
2. The Engineer of record is Hendrix Consulting Engineers, and the "Electrical Specifications" are dated 11/08/2023.
3. LEED Certifications or Green Building Programs are not Incorporated into the project.
4. Performance & Payment Bonds are provided by SpawGlass and included in this proposal.
5. General Liability and Builders Risk is provided by SpawGlass and included in this proposal.
6. Sales Tax on materials is NOT included in this proposal.
7. All permits/fees for city, county, AHJ, and/or utility providers to be paid for and coordinated by owner.
8. 3rd Party Testing Lab is assumed to be contracted and paid for by owner.

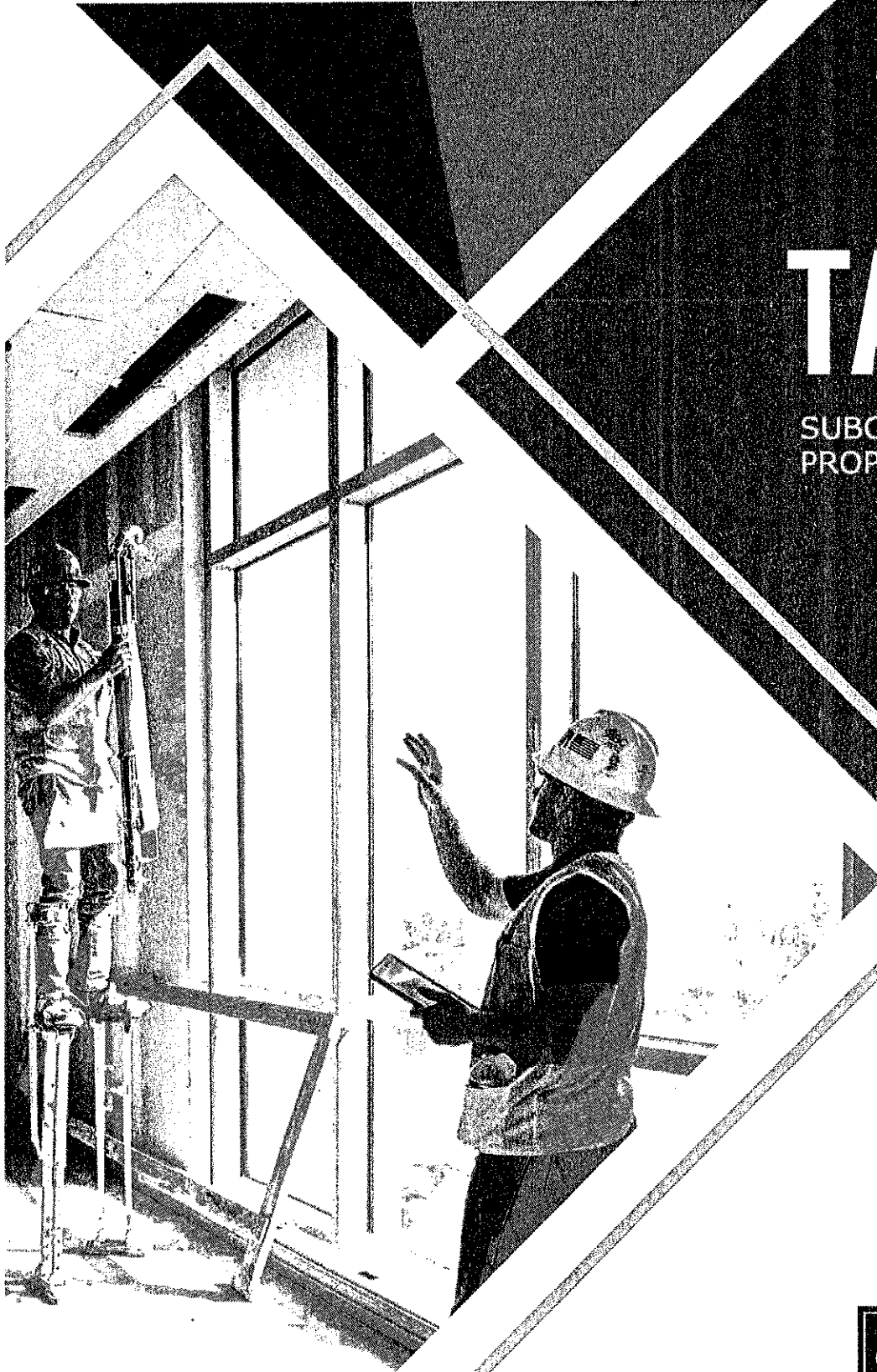
SPECIFIC QUALIFICATIONS

Division 26 - Electrical

1. Includes Dual Purposes Docking Station with Trapped Key Access.
2. Includes Emergency Power System (Generator) utilizing the Cummins Option.
3. Includes Automatic Transfer Switch.
4. No installation is included in this proposal. This proposal only includes the procurement and offloading of specified equipment.

TAB 5

SUBCONTRACTOR
PROPOSALS



SpawGlass

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Package
26.1 - Electrical

Wilco JJC - Bid Package 01

Estimator: Blake Green	Project #: 302201	Unit Price	Qty	Unit	Unit Price	Subtotal	Notes	Costs \$	Notes	Costs \$	Notes	Costs \$	Notes	Costs \$
Big Acre: N/A	Bid Date: 12/12/2023													
Location: 203 Wilco Way	Bid Time: 3:00 PM													
Technical Specifications														
Trade Specific Inclusions:														
Charging Station with Tapped Key Access														
Generator														
Automatic Transfer Switch														
Substation Control Panel														
Setup														
Offloading														
Generator Brand														
Submittals														
Generator Load Time/After Approved Submittals														
ATS and Time/After Approved Submittals														
Price Hold														
Reimbursable														
Tax														
TOTAL COST ->								1,235,652		1,120,757		1,242,177		1,226,307
												1,124,955		1,233,373
														1,178,525



Allied Electric Services, Inc.

P.O. Box 2629 ♦ Georgetown, TX 78627

Phone: (512) 930-0767 ♦ Fax: (512) 868-1250

TECL# 21659

State of Texas H.U.B. # 1202362146400

City of Austin D.B.E/ W.B.E # VS0000027122

Proposal Number: C12122023

Date: 12/12/23

Submitted to:

SpawGlass – Tyler Tuscher

Reference Project:

Wilco Juvenile Justice Center BP01

Generator Procurement

Georgetown, Texas

Allied Electric Services, Inc. ("Allied") proposes to furnish all the materials and perform all the labor needed for the completion of the following work per electrical drawings, dated N/A. Addendums 1 has been acknowledged.

We have included the following:

- 1) Work to be performed during normal business hours, 7am to 3:30pm.
- 2) Providing the generator, docking station and ATS as specified.
- 3) *The new generator, docking station and ATS have minimum standard lead times.*

The work and the price for the work does not include anything else. In particular, it does not include:

- 1) The withholding of the project retainage.
- 2) Offloading of the generator and/or ATS, as per Addendum #1 RFI response (by other).
- 3) Feuling of the Generator (by other).
- 4) Any electrical connections and/or any other work with the generator or ATS (by installer).
- 5) The start-up and/or commissioning of the Generator/ATS (by installer).
- 6) Sales Tax on materials.
- 7) Electrical Permit and inspection fees (covered under GC).
- 8) Boring, coring, x-raying, saw cutting, cutting of CMU block, or patching of any concrete or asphalt.
- 9) Concrete work of any kind, including equipment pads, pole bases and/or protection bollards.
- 10) Utility fees, after hour inspection fees, and/or line extensions.
- 11) Painting or welding.
- 12) Payment and performance bonds.
- 13) Any additional testing and/or studies not referenced in the bidding documents.
- 14) Any changes to the gear as a result of the studies.

All material is to be as specified in and will be installed in accordance with the plans and specifications in a neat and workmanlike manner for the sum of:

One-million, two-hundred six thousand, nine-hundred two
..... *Dollars: \$1,206,902.00*

During recent weeks, the market price and availability of copper, aluminum, plastic, and steel have experienced large fluctuations. As a result, our vendors have refused to hold prices firm without an order. If there should be a substantial increase in the cost of commodities or equipment due to these fluctuations at any time prior to receipt of a Contract or LOI, Allied Electric will submit details and revised pricing to cover those increases. We will also closely monitor and advise as early as possible of any potential shipping delays.

Any change to the work to be done and/or any request for extra labor will be performed only after the parties have executed a written change order. The price for such work will be an extra charge over and above the original price.

Submission of draws will be for work completed and materials delivered to the jobsite. Invoices for draws may be submitted at such times as deemed appropriate by Allied.

This proposal may be withdrawn at any time upon notice from Allied. In any case, it will be automatically withdrawn after thirty (30) days from the date of this proposal.

If any additional information is needed, please call or email *Nicolas Jasek*.

Allied Electric Services Inc.
4355 East University Avenue
Georgetown, TX. 78626
TECL 21659
ph. 512-930-0767 ext. 741
fax 512-868-1250
Nicolas@alliedelectric.us

Regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599

ALLIED ELECTRIC SERVICES, INC.

<http://www.alliedelectric.us/>



Williamson County Juvenile Justice Center Expansion

Bid Package 1: Electrical-Generator Procurement

SpawGlass

1111 Smith Road
Austin, Texas 78721

E-Mail: austinestimating@spawglass.com

Submitted by: Alterman, Inc.



Address:

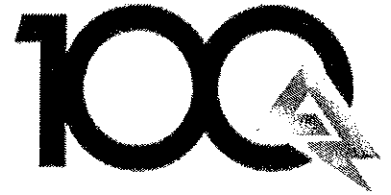
Alterman, Inc
1340 Airport Commerce Dr.
Suite 425
512-836-3950

Contact:

Paul Mendoza
Vice President, Austin
O: 512-836-3950
paul.mendoza@goalterman.com

Contact:

C.Allen Pierce
Director of Estimating, Austin
O: 512-836-3950
allen.pierce@goalterman.com



December 12, 2023

Spawglass
1111 Smith road
Austin, TX 78721

Attn: Blake Green/Tyler Tuscher

Re: Williamson County Juvenile Justice Center Expansion BP-1 Equip. Procurement
Electrical Scope and Pricing

Dear team:

We propose the necessary labor and material to perform the electrical work on the above referenced project per the following:

Scope of Work:

- 1) All electrical work is per the plans as prepared Hendrix Consulting Engineers., dated November 08, 2023.
- 2) Specifications Section 26 – Electrical
- 3) Addendum 1 dated December 6, 2023 Part 1 and Part 2.

Special Qualifications and/or Clarifications:

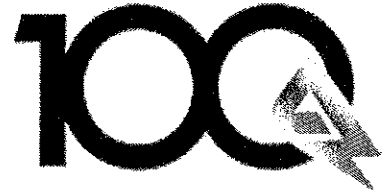
- 1) Price is contingent upon execution of a mutually acceptable contract and project schedule.
- 2) Price is valid for 60 days.
- 3) Clarifications and Assumptions:
 - a) The parties understand that they are undertaking this project during a time of unusual disruptions in the supply chain caused by the COVID-19 Pandemic, including, but not limited to, shortages of materials and equipment to be incorporated into the work and means of transporting those materials to the site ("Abnormal Market Conditions"). As a material inducement of Alterman to enter into a contract during a period of Abnormal Market Conditions, the parties agree that the following provision shall be substantively incorporated into any resulting contract for the project:
 - i) Alterman shall closely monitor all delivery times for materials and equipment to the site and shall use its best efforts to identify potential delays or disruptions that may be caused by Abnormal Market Conditions.
 - ii) If, in the reasonable opinion of Alterman, the impact of Abnormal Market Conditions can be avoided by placing orders for materials or equipment for early delivery or by locking in delivery dates through advanced deposits, then Alterman shall notify Contractor/Owner of the same in writing with a recommendation that such materials or equipment be ordered for delivery in advance of when they will be needed for incorporation into the work. Within five (5) business days or such other time identified in Alterman's notice, Contractor/Owner shall elect whether to:
 - (1) Issue a change order agreeing to pay for the advanced deposit or authorizing advanced ordering the materials and equipment identified in the Notice and an increase in the Contract Sum for any costs associated with early delivery and off-site storage of such materials or equipment; or;

CELEBRATING 100 YEARS

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www.GoAlterman.com

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- (2) Assume the risk delays due to delivery to the site. Notwithstanding any failure of Alterman to comply with its obligations under subsections (i) and (ii), delivery delays not caused by Alterman's sole failure to order materials and equipment in time for delivery under normal market conditions, late delivery of materials caused by Abnormal Market Conditions shall be deemed to be outside the reasonable control of Alterman, and Alterman shall be entitled to an extension of time equal to the impact of delivery arising from Normal Market Conditions.
- b) Liquidated damages are excluded.
 - c) Crane for unloading is excluded.
 - d) Additional delivery is not included. Items will be delivered directly to the site.
 - e) Unloading and storage of any electrical equipment is not included in this proposal.
- 4) The following items are **not** included in this proposal:
- a) Bond; however, available for additional cost
 - b) Sales tax
 - c) BIM & 3D Modeling
 - d) Sperate freestanding fuel tank. Proposal includes fuel enclosure with Subbase tank.

Pricing:

Base Bid		\$	1,104,684.00
Bond	Add	\$	14,546.00

We appreciate the opportunity to submit the above proposal. If you have any questions, please call.

Sincerely,

ALTERMAN, INC.

C. Allen Pierce
Director of Estimating, Austin

Alterman – Austin
1340 Airport Commerce Dr. Ste 425
Austin, TX 78741

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BEARD

2713 MEISTER PLACE
ROUND ROCK, TX 78664
(512) 441-7100

MECHANICAL • ELECTRICAL • HVAC SERVICE • PLUMBING SERVICE • PROCESS PIPING

December 12, 2023

Bid #: 23-0700

RE: Wilco Juvenile Justice Center BP01 – Electrical Proposal

Beard Integrated Systems, Inc. proposes to furnish the tools, materials, labor, and supervision necessary to perform the electrical scope of work of the above referenced project, in accordance with the following scope.

Proposal Pricing:

1) Base Electrical -	\$ 1,206,902.00
----------------------	-----------------

<u>Total Electrical Amount -</u>	\$ 1,206,902.00
---	------------------------

Payment & Performance Bond Add -	\$ 26,325.00
----------------------------------	--------------

Basis of Proposal

- 1) As per SpawGlass RFP dated: 11/15/2023.
- 2) Engineer – HCE (Hendrix Consulting Engineers)
- 3) Sheets: None N/A
- 4) Specifications: 262550 Dual Purpose Docking Station, 263213 Generator, 263214 ATS
- 5) Addendums – #1 RFI Responses, #2 Subcontractor Qualification Form
- 6) Site Walk – N/A
- 7) Our proposal is based on a construction schedule of 85 weeks.
- 8) Our proposal is based on performing work during normal business hours 7am to 4pm Monday thru Friday.
- 9) This proposal is valid for a period of 30 days.

Scope of Work

- A. Our proposal includes the following:
 - a. Pre-purchase of long lead equipment items as listed below.
 - i. (1) 1750KW Diesel Standby Generator.
 - ii. (1) 4000A Automatic Transfer Switch.
 - iii. (1) 2400A Docking Station.
 - b. 85 weeks is the current lead time on the Generator.
 - c. 65 weeks is the current lead time on the ATS.



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Clarifications

- 1) Our proposal is for pre-purchase of equipment only. No installation included.
- 2) No allowance is included for generator fuel.
- 3) Fuel piping and exhaust is excluded.
- 4) Startup is not included per questions during the pre-bid conference.
- 5) We have included an enclosure with Subbase tank, not a separate freestanding tank. This will save the end user on installation pricing and footprint of the system. The tank is only 16-18"H so platforms should not be required but if preferred would cost additional.
- 6) VE is available on the ATS solution if requested.
- 7) 2-year manufacturer warranty begins at the successful completion of startup and testing by others.
- 8) Beard reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.
- 9) Any additional labor required to keep the project on schedule due to the oversights or delays by others may cause a change in this pricing. Including but not limited to COVID-19 impacts.
- 10) Any additional work that is not listed as an inclusion above is not included and will require a separate agreement.
- 11) The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown described and/or detailed in the above referenced contract documents.
- 12) Due to the volatile fuel and material markets, any significant material pricing increases may be added prior to any contractual agreements. In the event a significant delay or price increase of material occurring during the period between bid submission, and submittal approval through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted to capture such impacts.
- 13) Copper and Commodity pricing is based on current values. We reserve the right to adjust pricing according to the current market value at time of purchasing all copper/commodity products.
- 14) All demolished copper will become property of Beard Integrated Systems unless specified otherwise above.
- 15) Warranty shall be effective for one year after substantial completion (equipment furnished by others is not included).
- 16) This quotation is based upon receiving a subcontract with acceptable terms, particularly indemnification terms. Beard expects to receive the same terms as between the owner and the general contractor.

Exclusions

- 1) Startup along with diesel generator fuel.
- 2) Installation of any kind.
- 3) Rigging. (this will be by the installing contractor)
- 4) Sales Tax.
- 5) Permit and inspection fees.



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- 6) Engineering Including BIM.
- 7) CAD files and/or drawings.
- 8) Overtime labor.
- 9) NETA and/or 3rd Party Testing.
- 10) Third party commissioning or reporting.
- 11) Generator Fuel and/or exhaust piping, remote radiators etc.
- 12) Power Monitoring Systems.
- 13) Coordination Studies, Short Circuit Calculations, Arc Flash studies and/or labels.
- 14) Spares, attic stock, and/or samples.
- 15) Coring, X-rays, GPR Scans.
- 16) Energized and/or Hot Work.
- 17) Telephone, computer, data, fire alarm, access control, security, CCTV/MATV, POS, BAS, Energy Management systems, raceways and/or cabling unless specifically addressed in this proposal.
- 18) Traffic control along with barricades, etc.
- 19) Scaffolding.
- 20) Seismic bracing, engineering and/or design etc.
- 21) Contingencies for the use of Curtained Dust Partitions during any work performed herein.
- 22) All concrete and/or asphalt work to the extent of cutting, patching, breakout, and removal, forming, pole bases, equipment pads, furnishing and installing.
- 23) Patching or cutting of walls/ceiling/ceiling tile due to installation or access of and/or removal of electrical related installations.
- 24) Roof penetrations, roof jacks, pitch pans, and patching.
- 25) Plywood backboards.
- 26) HVAC / EMS control and/or interlock conduit and wire.
- 27) Building management system, raceway, or wiring.
- 28) Heat trace system along with any associated devices and/or raceway and wiring.
- 29) Stands and/or supports for equipment supplied by others.
- 30) Acoustical Caulking of penetrations for sound.
- 31) Fire Caulking other than listed above as an inclusion.
- 32) Motor Starters, Disconnects, VFD's/VSD's.
- 33) Required protections and containments in or around construction areas.
- 34) Abatement or hazmat work of any kind.
- 35) Any works not required and/or indicated per bid documents.
- 36) All Concrete work not specifically addressed in this proposal.
- 37) Payment and Performance Bonds.
- 38) Demolition, removal, recycling and/or make-safe not specifically addressed in the proposal.
- 39) Warranty of existing electrical equipment and components not installed as a part of this proposal.
- 40) Temporary power, lighting, wiring, and/or utility services.
- 41) Temporary power consumption fees.
- 42) Utility company charges and/or coordination.
- 43) Painting or priming of any kind.
- 44) Consequential damages and/or liquidated damages.
- 45) Delays due to act of nature.



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- 46) Labeling of existing electrical distribution or branch wiring systems.
- 47) Energy code compliance of existing electrical system.
- 48) Upgrade of existing in-place systems in order to meet current codes and/or authority having jurisdiction. If required, this will require a separate agreement.
- 49) Trash removal from site. (Dumpster to be provided onsite by others)

We appreciate the opportunity to bid this project. If you should have any questions or require any additional information, please do not hesitate to contact us at (512) 638-3609.

Sincerely,

Beard Integrated Systems, Inc.

John Miller
Preconstruction Manager - Electrical



BEARD



December 12th, 2023

Tyler Tuscher
Spawglass
1111 Smith Rd
Austin, TX 78721
Tele: 512.719.5251
Email: tyler.tuscher@spawglass.com

REFERENCE: WILCO Juvenile Justice Center
Georgetown, Texas

Attn: Tyler,

Pursuant to your request, we are pleased to submit our electrical proposal for the above-referenced project, for your review and consideration. Our proposal is based upon bid documents dated September 9th, 2023, reasonable assumptions, and as further delineated below.

Generator, Docking Station, & ATS Procurement.....	\$	<u>1,211,450.00</u>
OFFLOADING	\$	<u>8,950.00</u>
TOTAL	\$	<u>1,220,400.00</u>

PERFORMANCE BOND (1.08 %).....	ADD \$	<u>13,147.00</u>
STARTUP COSTS*	DEDUCT \$	<u>7,240.00</u>

**Startup costs included in the above Total. Deduct this value if startup is to be by others.*

ASCO ATS in Lieu of Russelectric*	DEDUCT \$	<u>177,000.00</u>
---	-----------	-------------------

**ASCO is not called for in the spec. If substitution is allowed, an ASCO ATS is available.*

This proposal will remain valid for a period of thirty (30) days from the date of submission.

We thank you for the opportunity to present this proposal and trust that it meets with your approval. Please advise if you have any questions or if we can be of further assistance. You can reach us at (512) 447-3800.

4509 Freidrich Lane, Suite 105 | Austin, TX 78744 | Tel (512) 447-3800 | Lic.#20939 | www.bergelectric.com

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www.license.state.tx.us/complaints

INCLUSIONS:

1. Furnishing of Generator, Docking Station, and ATS.

CLARIFICATIONS:

1. Our bid proposal has assumed a start date of 05/01/2024 with a 1-month duration.
2. Platforms are not called for in the spec and are not included in this package. The fuel tank is only 22" tall and the main breaker can be accessed without the need for a platform.
3. All work will be performed during normal work hours.
4. This bid proposal and our agreement to perform the work are contingent upon negotiating mutually acceptable subcontract terms.
5. Material Lead Times are listed below (after approved submittals). Material lead times listed are provided by the manufacturers at time of bid and are subject to change by the manufacturer. Bergelectric does not guarantee manufacturer lead times and will not be held liable for procurement delays due to the manufacturer or due to delay in approved submittals by others.
 - a. Generator: 53-55 Weeks
 - b. ATS's: 61-62 Weeks
 - c. Docking Station: 28-30 Weeks

EXCLUSIONS:

All costs associated with the following:

1. Sales taxes.
2. **Generator Fuel.**
3. Installation.
4. **Storage.** Can be accomplished for a short period of time, 1-6 weeks, at no cost. Any longer will result in a cost impact.
5. Temporary power and lighting.
6. Permits or inspection fees.
7. Engineering costs.
8. All costs associated with MBE/SBE/SDVE participation.
9. Premium time labor.
10. Miscellaneous formed and/or finished concrete (i.e. barrier posts, pads, generator pads, etc.)
11. Piping for generator exhaust systems.
12. Work required bringing existing conditions into current code compliance.
13. Repair and/or replacement of landscaping.
14. Demolition and removal.
15. Third party or NETA testing.

Once again, we thank you for the opportunity to present this proposal and trust that it meets with your approval. Please advise if you have any questions or if we can be of further assistance. You can reach me at (512) 447-3800.

4509 Freidrich Lane, Suite 105 | Austin, TX 78744 | Tel (512) 447-3800 | Lic.#20939 | www.bergelectric.com

WORK SAFE. LIVE SAFE.

Sincerely,
Bergelectric Corp.

Will Taff

Will Taff
Estimator

4509 Freidrich Lane, Suite 105 | Austin, TX 78744 | Tel (512) 447-3800 | Lic.#20939 | www.bergelectric.com

WORK SAFE. LIVE SAFE.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 800.803.9202, 512.463.6599,
www.license.state.tx.us/complaints



BIG STATE ELECTRIC, LTD.

2431 Forbes Drive • Austin, TX 78754 • Phone: 512.385.6160 • Fax: 512.385.6177

December 12, 2023

Tyler Tuscher
Spawglass Contractors, Inc.
1111 Smith Road
Austin, Texas 78721

Re Williamson County Juvenile Justice Center Expansion Generator Procurement

Thank you for the opportunity to provide an electrical proposal on the above-referenced project. Our proposal is based on the specifications provided.

Our scope of work is as follows:

Complete Lump sum price with Bond included: \$1,115,905.00

Quote value does not include any tax.

CLARIFICATIONS:

1. Cummins is providing a enclosure with Subbase tank, not a separate freestanding tank. This will save the end user on installation pricing and footprint of the system. The tank is only 16-18"H so platforms should not be required but if preferred would cost additional.
2. VE is available on the ATS solution if requested.
3. Startup is not included per questions during the pre-bid conference.

NOTES:

- Current Submittal Lead Time: 6 weeks
- Current Production Lead Time (after receipt of approved submittal and accepted PO):
 - Transfer Switch(es): 60-65 weeks
 - Generator: 85 weeks
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- Warranty:
Cummins 2-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- Startup & Training:
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes 0 trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 - No videotaping is included with this quotation. All taping is supplied by others.
- PMA:
Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.



BIG STATE ELECTRIC, LTD.

2431 Forbes Drive • Austin, TX 78754 • Phone: 512.385.6160 • Fax: 512.385.6177

The COVID-19 pandemic led to a worldwide supply chain disruption that may create delays and impacts to project performance and cost. Contractor reserves all rights and remedies it has pursuant to the Contract and is confident it will be able to get through these events with Owner and all project participants.

Please let me know if you have questions or require additional information regarding our proposal.

Respectfully submitted,

Daniel Peace

Estimator

737-205-5209

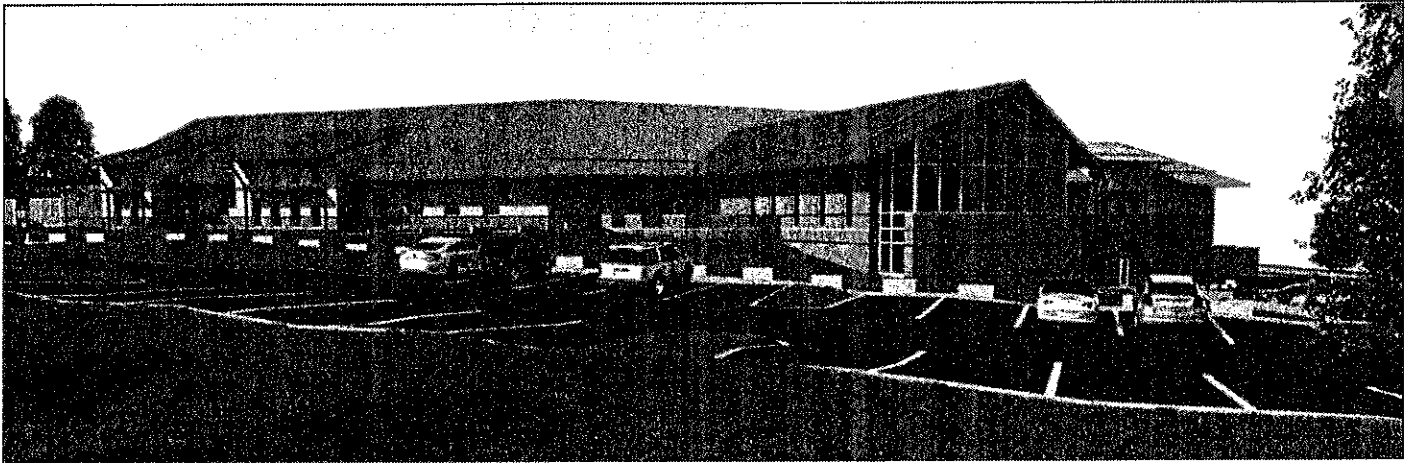
daniel.peace@bigstateelectric.com

ROOTED IN TRADITION



BUILT TO INNOVATE

WILLIAMSON COUNTY
JUVENILE JUSTICE CENTER EXPANSION (BP #1)



To: SpawGlass Contractors, Inc.
1111 Smith Road
Austin, TX 78721

Attn: Blake Green & Tyler Tuscher
austinestimating@spawglass.com

From: Matt Priest
mpriest@schmidt-electric.com
Schmidt Electric, Co., Inc.
9701 FM 1625
Austin, TX 78747

Note: This proposal includes data that shall not be disclosed outside SpawGlass Contractors, Inc. and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.



Date: December 12, 2023

To: SpawGlass
Attention: Tyler Tuscher
Phone: 512-719-5251
Email: austinestimating@spawglass.com

Reference: Wilco Juvenile Justice Center – BP1 (Generator Package Early Release)

We are pleased to provide the following proposal based on understanding of the electrical activities on the above referenced project as follows:

Base Bid:	\$ 1,224,423.00
VE Option on an alternate ASCO ATS deduct (not in base bid):	\$ -223,145.00

Qualifications:

This proposal includes all of the following:

1. Prevailing wage rates.
2. Payment and performance bond is included.
3. HUB participation.
4. Procurement of the generator package includes (1) 1750 KW Generator, (1) 2400A Docking Station, and (1) 4000A ATS based on what is shown on the one-line and specs. 100% DD plans dated 9/29/2023 and specs dated 9/27/2023.
5. Includes freight costs to jobsite.
6. Includes manufacture warranties, manufacture start-ups, and manufacture testing.
7. The submittal process for this generator package is included.
8. The pricing is valid for 15 days.

This proposal excludes all of the following:

1. Taxes.
2. BIM or CAD activities.
3. Installation, offloading, 3rd party testing, and extended warranties are not included in this proposal.
4. Coordination and arc flash studies.
5. Fuel for generator.
6. Temporary electrical for small tools and OSHA required lighting.

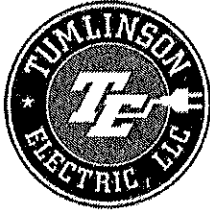
Lead times (once submittals are approved):

Generator and Docking station approx. 53 weeks.
Transfer Switch approx. 61 weeks.

If you should have any questions and/or comments relative to this proposal, please contact me directly at 512-596-7421 or mpriest@schmidt-electric.com.

Sincerely,

Matt Priest
Schmidt Electric Company, Inc.



PROPOSAL

Date December 12, 2023
Attention Spawglass
Ref # Estimate #1516
Page 1 of 5

Wilco Juvenile J.S.

Tumlinson Electric, a certified **State of Texas Historically Underutilized Business**, is pleased to provide the following proposal for your review. Tumlinson Electric proposes to furnish labor and material for a complete electrical installation in accordance with the project plans as follows:

Addendums/Clarifications/CM Amendments

- Addendum 1
- Addendum 2

Temporary Power Scope

- None

Variance From Specifications and Drawings

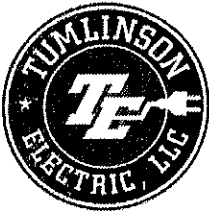
- None

Included Items & Services

- Procurement only of the following:
 - (1) 1750KW Diesel Generator
 - (1) 2400A Docking Station
 - (1) 4000A Transfer Switch
 - Freight included to job site
 - Material Warranties included as follows:
 - Generator: 5 year beginning at the successful completion of startup
 - Docking station: 5 year beginning at the successful completion of startup
 - Transfer Switch: 5 year beginning at the successful completion of startup
- Proposal valid for 90 days if Tumlinson Electric receives a LOI within 30 days of this bid

Excluded Items & Services

- Sales Tax
- Payment and Performance Bond Premium
- Temporary power connections to job trailers
- Installation, rigging, start-up and commissioning for generator, docking station, and transfer switch
- Receiving, off-loading and storage for any equipment/gear furnished in this bid package (By BP#2 contractor)
- Labor warranties
- Stairs and platforms (Pricing available upon request)
- Excludes the following for the Diesel generator
 - Exhaust system installation (By BP#2 mechanical contractor)
 - Remote fill station if required (None specified)

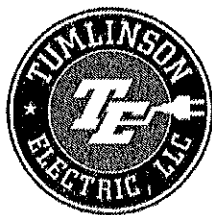


PROPOSAL

Date December 12, 2023
Attention Spawglass
Ref # Estimate #1516
Page 2 of 5

- Piping for remote fill station if required
- Startup
- Load bank testing
- Diesel for initial fill and top-off after specified testing
- 3rd Party testing
- Textura enrollment fees (See below for adder if required)
- Utility Fees of any kind
- Utility locating service fees
- Painting of any type and touchup of equipment
- Labor for participation in composite clean-up crews
- Participation in stretch and flex
- BIM and Modeling services
- Any and all formed concrete

See next page for pricing



PROPOSAL

Date December 12, 2023
Attention Spawglass
Ref # Estimate #1516
Page 3 of 5

Pricing

Description	Price
Division 26 Electrical	\$1,152,290
Total Base Bid	\$1,152,290

Alternate Pricing

Description	Add/Deduct	Price
Add for P&P Bond		1.5%
Add for Textura Enrollment if required	Add	\$4,500
Voluntary Alternate #1 – Provide an ASCO SER bypass isolation ATS in NEMA 3R with a 49-51 week lead time in lieu of specified ATS.	Deduct	\$223,145

Cost to Complete Pricing

Description	Add/Deduct	Price
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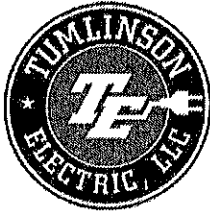
VE Pricing

Description	Add/Deduct	Price
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Post Bid Pricing

Description	Add/Deduct	Price
-------------	------------	-------

Total Post Bid Pricing	\$
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PROPOSAL

Date December 12, 2023
Attention Spawglass
Ref # Estimate #1516
Page 4 of 5

Estimated Lead Times After Approved Submittals

- Lead times are generic any may not be specific to this project.
- Lead times are estimated and subject to change due to material availability. TE is not responsible for expediting fees or temporary product replacements due to Manufacturer delays.

Description	Weeks
Lead times vary by manufacture and generator size: Generators (Diesel_ 1750KW)	51-53 Weeks
Transfer Switch (4000A)	60-61 Weeks

If you have any questions regarding this proposal, please do not hesitate to call.

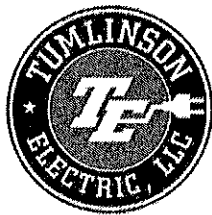
Sincerely,

Anthony Vigliotti

Anthony Vigliotti
Tumlinson Electric LLC.
Office: 512.693.4444 | Ext. 724
Cell: 612.357.2619
Avigliotti@tumlinsonelectric.com

Terms & Conditions

- This bid is contingent upon a mutually acceptable contract agreement between the General Contractor and Tumlinson Electric. Items of interest include equitable indemnification clauses, clear payment terms, and comprehensive schedule management.
- Subcontractor (Tumlinson Electric, LLC) shall be named as an additional named insured on the required Builders Risk Policy whether provided by Owner or Contractor, and all rights of subrogation from Owner, Contractor and any Builders Risk Insurance carrier are fully waived against Subcontractor (Tumlinson Electric, LLC) for any claims covered by such Builder Risk Insurance.
- This Bid is contingent on review and acceptance of conditions in general contract safety program
- General contractor must provide potable water on the project site for Tumlinson Electric to fill up Tumlinson Electric water jugs prior to mobilization on the project



PROPOSAL

Date December 12, 2023
Attention Spawglass
Ref # Estimate #1516
Page 5 of 5

- Daily general contractor document requirements will be turned over electronically
- Prime Contractor shall provide a preliminary construction schedule to Tumlinson Electric to assist in the preparation of our formal agreed schedule.
- All specified submittals, wiring diagrams, as-builts, and O&M manuals are included. Tumlinson Electric backs the entire installation with our standard one-year warranty.
- This contractor shall not be liable for damage to any unforeseen underground obstructions or utility caused by our work, if such obstruction was not shown on the drawings or if Tumlinson Electric was not informed of the obstructions or utility by Owner or General Contractor prior to beginning the work in the area, or if obstructions or utility was not marked by local service.
- Upon approval, this document is to become an inclusion of the original contract document.
- This contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- The pricing reflected in this proposal is good for acceptance within the next (90) ninety days upon receipt of a LOI within (30) thirty day of this proposal. Acceptance after this date could incur additional costs due to material price increases.
- 3 sets of contract documents will be provided to Tumlinson Electric, LLC. at no cost.
- Subcontractor (Tumlinson Electric, LLC) shall be named as an Additional Named Insured on the required Builders Risk policy whether provided by Owner or Contractor, and all rights of subrogation from Owner, Contractor and any Builders Risk insurance carrier are full waived against Subcontractor (Tumlinson Electric, LLC) for any claims covered by such Builders Risk insurance.

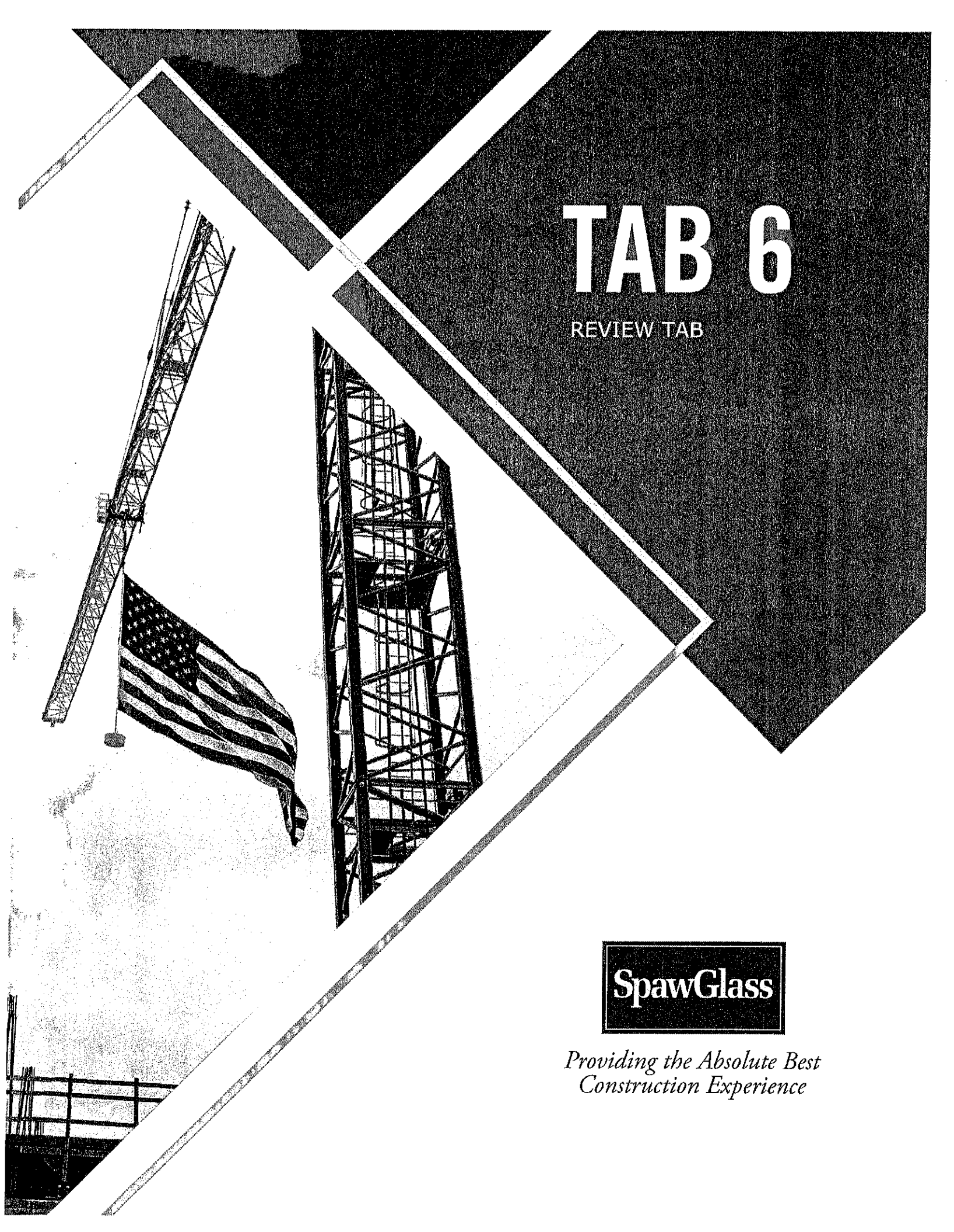
Tumlinson Electric, LLC

200 University Blvd. Ste. #225-268, Round Rock, TX 78665 | Ph: 512.693.4444 | www.TumlinsonElectric.com

Regulated by The Texas Department of Licensing and Regulation

P.O. Box 12157, Austin, Texas 78711 | 1-800-803-9202, 512-463-6599 | www.tdlr.texas.gov

EC-31651



TAB 6

REVIEW TAB

SpawGlass

*Providing the Absolute Best
Construction Experience*

**Williamson County
Juvenile Justice Center Addition – Bid Package 01
200 Wilco Way
Georgetown, TX 78626**

TAB 01 – Cost Summary Comments:

TAB 02 – Executive Summary Comments:

TAB 03 – Project Team Comments:

TAB 04 – Qualifications Comments:

TAB 05 – Subcontractor Proposals:

SpawGlass

*Providing the Absolute Best
Construction Experience*



SpawGlass Contractors

1111 Smith Rd.
Austin, TX 78721
512-719-5251

SpawGlass.com

Commissioners Court - Regular Session**39.****Meeting Date:** 01/30/2024

Approval of Master Services Agreement for HVAC Services with The Brandt Companies LLC for Facilities Manager

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 Master Service Agreement #2024108 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of \$500,000.00 for HVAC services, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement.

Background

This Master Service Agreement #2024108 for HVAC Services only, will replace Service Agreement #2023169, which combined all trades (HVAC, Electrical, and Plumbing). This MSA will be valid as of the date of execution through September 20, 2024. This MSA shall automatically renew for two successive one-year terms (each a "Renewal Term"). The effective date shall commence on the date awarded by Commissioners Court. Each project/request will be initiated with a work order and/or purchase order. Various funding sources depending on project: 01.0100.0509.004500, 01.0100.0509.004509 and 01.0100.0509.004510. Department contacts are Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Form 1295 - Brand Companies LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 03:17 PM

01/25/2024 08:45 AM

Started On: 01/22/2024 12:42 PM

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
(The Brandt Companies, LLC)

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 MASTER SERVICES AGREEMENT (hereinafter “MSA”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Brandt Companies, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide call-out troubleshooting, repairs, and preventative maintenance for HVAC, Plumbing, and Electrical systems (“Services”). Said Services shall be provided 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.

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. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party’s execution below and shall continue until September 20, 2024, unless terminated earlier pursuant to this MSA. This MSA shall automatically renew for two successive one-year terms (each a “Renewal Term”) with the same terms and conditions stated herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate as set out in **Exhibit “A.”** The not-to-exceed amount under this MSA is Five Hundred Thousand Dollars (\$500,000) per term, unless amended 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 the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

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 MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. 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 MSA 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 MSA that are required by changes in federal, state or local law or regulations are automatically incorporated into the MSA without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This MSA 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 MSA 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 MSA 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 MSA and this MSA 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 MSA, 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 MSA 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 MSA.

XIV.

No Assignment: Service Provider may not assign this MSA.

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 MSA. 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 MSA, 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 MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This MSA 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 into this MSA include the following:

- A. As described in the attached Quote, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (22/049MF-15); and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 to this MSA.

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 MSA 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:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

The Brandt Companies, LLC
Name of Service Provider



Authorized Signature

Jordan Green
Printed Name

Date: December 21, 2023

Cooperative Purchasing Contract or Agreement (if applicable): 22/049MF-15

EXHIBIT “A”

Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

For next year renewal, 9/21/23 thru 9/21/26 and subsequent years' renewals...

- o Rates subject to increase – refer to Section 5.29 from CSP# 22/049MF

If rates change at renewal times, we will forward those adjusted rates to you.

Personnel Level	Hourly Rate
1. HVAC Technician	
a. Regular Hours – 7:00 am – 5:00 pm	\$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	\$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - \$240 >8hrs \$240.00 Holidays and Sunday - \$240.00
2. Chiller Technician	
a. Regular Hours – 7:00 am – 5:00 pm	\$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	\$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - \$180.00 >8hrs \$240.00 Holidays and Sunday - \$240.00
3. HVAC Technician – Specialist Controls	
a. Regular Hours – 7:00 am – 5:00 pm	\$130.00
b. After Regular Hours – 5:01 pm – 6:59 am	\$195.00
c. Weekends or County approved Holidays	Weekends (Saturday) - \$195.00 >8hrs \$260.00 Holidays and Sunday - \$260.00
4. Emergency Response on Weekends or Approved Williamson County Holidays	
HVAC Technician - Master	\$ SAME AS #1
Chiller / Technician - Master	\$ SAME AS #2
Controls Technician	\$ SAME AS #3
5. Service Vehicle Fee – per call	\$50.00 per vehicle per call

Materials – Remedial Repairs:

Materials not covered under this services agreement:

- Contractor shall invoice at cost plus 32% gross margin - including materials used by subcontractors to complete work. County retains right to audit all equipment invoices.
 - 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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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:
2024-1114169

Date Filed:
01/22/2024

Date Acknowledged:

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

The Brandt Companies, LLC
Pflugerville, 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.

22/049MF-15
HVAC related maintenance, service, repairs, and projects.

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 Jason Green and my date of birth is _____

My address is _____
(street) Gangtown (city) TX (state) 8683 (zip code) USA (country)

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

Executed in Travis County, State of Texas, on the 22nd day of January, 2024.
(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.**

The Brandt Companies, LLC
Pflugerville, TX United States

Certificate Number:
2024-1114169

Date Filed:
01/22/2024

Date Acknowledged:
01/22/2024

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.

22/049MF-15
HVAC related maintenance, service, repairs, and projects.

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**40.****Meeting Date:** 01/30/2024

Approval of Master Service Agreement for Electrical Services with The Brandt Companies LLC 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 Master Service Agreement #2024109 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of \$500,000.00 for Electrical services, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement

Background

This Master Service Agreement #2024109 for Electrical Services only, will replace Service Agreement #2023169, which combined all trades (HVAC, Electrical, and Plumbing). This MSA will be valid as of the date of execution through September 20, 2024. This MSA shall automatically renew for two successive one-year terms (each a "Renewal Term"). The effective date shall commence on the date awarded by Commissioners Court. Each project/request will be initiated with a work order and/or purchase order. Various funding sources depending on project: 01.0100.0509.004500, 01.0100.0509.004509 and 01.0100.0509.004510. Department contacts are Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Form 1295 - Brandt Companies LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 03:25 PM

01/25/2024 08:46 AM

Started On: 01/22/2024 01:17 PM

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
(The Brandt Companies, LLC)

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 MASTER SERVICES AGREEMENT (hereinafter “MSA”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Brandt Companies, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide call-out troubleshooting, repairs, and preventative maintenance for HVAC, Plumbing, and Electrical systems (“Services”). Said Services shall be provided 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.

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. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party’s execution below and shall continue until September 20, 2024, unless terminated earlier pursuant to this MSA. This MSA shall automatically renew for two successive one-year terms (each a “Renewal Term”) with the same terms and conditions stated herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate as set out in **Exhibit “A.”** The not-to-exceed amount under this MSA is Five Hundred Thousand Dollars (\$500,000) per term, unless amended 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 the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

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 MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. 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 MSA 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 MSA that are required by changes in federal, state or local law or regulations are automatically incorporated into the MSA without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This MSA 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 MSA 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 MSA 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 MSA and this MSA 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 MSA, 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 MSA 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 MSA.

XIV.

No Assignment: Service Provider may not assign this MSA.

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 MSA. 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 MSA, 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 MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This MSA 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 into this MSA include the following:

- A. As described in the attached Quote, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (22/049MF-15); and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 to this MSA.

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 MSA 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:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

The Brandt Companies, LLC
Name of Service Provider



Authorized Signature

Jordan Green
Printed Name

Date: December 21, 2023

Cooperative Purchasing Contract or Agreement (if applicable): 22/049MF-15

EXHIBIT “A”

Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

For next year renewal, 9/21/23 thru 9/21/26 and subsequent years' renewals...

- Rates subject to increase – refer to Section 5.29 from CSP# 22/049MF

If rates change at renewal times, we will forward those adjusted rates to you.

Personnel Level	Hourly Rate
1. Electrical Technician Master or Journeyman	
a. Regular Hours – 7:00 am – 5:00 pm	\$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	\$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - \$240 >8hrs \$240.00 Holidays and Sunday - \$240.00
2. Emergency Response on Weekends or Approved Williamson County Holidays	
Electrical Technician - Master	\$ SAME AS #1
3. Service Vehicle Fee – per call	\$50.00 per vehicle per call

Materials – Remedial Repairs:

Materials not covered under this services agreement:

- Contractor shall invoice at cost plus 32% gross margin - including materials used by subcontractors to complete work. County retains right to audit all equipment invoices.
 - 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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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:
2024-1114167

Date Filed:
01/22/2024

Date Acknowledged:

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

The Brandt Companies, LLC
Pflugerville, 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.

22/049MF-15
Electrical related maintenance, service, repairs, and projects

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 Jason Green, and my date of birth is _____

My address is _____, Georgetown (city), TX (state), 78633 (zip code), USA (country)

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

Executed in Travis County, State of Texas, on the 22nd day of January, 2024.
(month) (year)

[Signature]
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.

The Brandt Companies, LLC
Pflugerville, TX United States

Certificate Number:
2024-1114167

Date Filed:
01/22/2024

Date Acknowledged:
01/22/2024

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.

22/049MF-15
Electrical related maintenance, service, repairs, and projects

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**41.****Meeting Date:** 01/30/2024

Approval of Master Services Agreement for Plumbing Services with The Brandt Companies LLC 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 Master Service Agreement #2024110 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of \$500,000.00 for Plumbing services, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement

Background

This Master Service Agreement #2024110 for Plumbing Services only, will replace Service Agreement #2023169, which combined all trades (HVAC, Electrical, and Plumbing). This MSA will be valid as of the date of execution through September 20, 2024. This MSA shall automatically renew for two successive one-year terms (each a "Renewal Term"). The effective date shall commence on the date awarded by Commissioners Court. Each project/request will be initiated with a work order and/or purchase order. Various funding sources depending on project: 01.0100.0509.004500, 01.0100.0509.004509 and 01.0100.0509.004510. Department contacts are Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Form 1295 - Brandt Companies LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 03:03 PM

01/25/2024 08:49 AM

Started On: 01/22/2024 01:41 PM

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
(The Brandt Companies, LLC)

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 MASTER SERVICES AGREEMENT (hereinafter “MSA”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Brandt Companies, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide call-out troubleshooting, repairs, and preventative maintenance for HVAC, Plumbing, and Electrical systems (“Services”). Said Services shall be provided 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.

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. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party’s execution below and shall continue until September 20, 2024, unless terminated earlier pursuant to this MSA. This MSA shall automatically renew for two successive one-year terms (each a “Renewal Term”) with the same terms and conditions stated herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate as set out in **Exhibit “A.”** The not-to-exceed amount under this MSA is Five Hundred Thousand Dollars (\$500,000) per term, unless amended 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 the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

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 MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. 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 MSA 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 MSA that are required by changes in federal, state or local law or regulations are automatically incorporated into the MSA without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This MSA 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 MSA 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 MSA 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 MSA and this MSA 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 MSA, 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 MSA 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 MSA.

XIV.

No Assignment: Service Provider may not assign this MSA.

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 MSA. 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 MSA, 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 MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This MSA 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 into this MSA include the following:

- A. As described in the attached Quote, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (22/049MF-15); and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 to this MSA.

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 MSA 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:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

The Brandt Companies, LLC
Name of Service Provider



Authorized Signature

Jordan Green
Printed Name

Date: December 21, 2023

Cooperative Purchasing Contract or Agreement (if applicable): 22/049MF-15

EXHIBIT “A”

Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

For next year renewal, 9/21/23 thru 9/21/26 and subsequent years' renewals...

- Rates subject to increase – refer to Section 5.29 from CSP# 22/049MF

If rates change at renewal times, we will forward those adjusted rates to you.

Personnel Level	Hourly Rate
1. Plumbing Technician Master or Journeyman	
a. Regular Hours – 7:00 am – 5:00 pm	\$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	\$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - \$240 >8hrs \$240.00 Holidays and Sunday - \$240.00
2. Emergency Response on Weekends or Approved Williamson County Holidays	
Plumbing Technician - Master	\$ SAME AS #1
3. Service Vehicle Fee – per call	\$50.00 per vehicle per call

Materials – Remedial Repairs:

Materials not covered under this services agreement:

- Contractor shall invoice at cost **plus 32% gross margin** - including materials used by subcontractors to complete work. County retains right to audit all equipment invoices.
 - 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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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:
2024-1114171

Date Filed:
01/22/2024

Date Acknowledged:

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

The Brandt Companies, LLC
Pflugerville, 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.

22-049MF-15
Plumbing related maintenance, service, repairs, and projects.

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 Jordan Green, 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 Travis County, State of Texas, on the 22nd day of January, 2024.
(month) (year)

[Signature]
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.

The Brandt Companies, LLC
Pflugerville, TX United States

Certificate Number:
2024-1114171

Date Filed:
01/22/2024

Date Acknowledged:
01/22/2024

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.

22-049MF-15
Plumbing related maintenance, service, repairs, and projects.

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**42.****Meeting Date:** 01/30/2024

Award of RFSQ #21RFSQ2 for SO/Jail Upgrade Generator Coverage to Ramirez-Simon Engineering, LLC for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for Sheriff's Office/Jail Upgrade Generator Coverage at 508 S Rock St, Georgetown, Texas, to the highest scoring firm, Ramirez-Simon Engineering, LLC, in the amount up to \$156,470.00 and authorize execution of the agreement.

Background

Ramirez-Simon Engineering, LLC, is recommended for award on an as-needed basis through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. Ramirez-Simon Engineering, LLC is being recommended for this project due to their previous experience in the noted field. The funding source is 01.0100.0509.004509 and the point of contact is Daniel Shea.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Agreement

Vendor Proposal

Form 1295 Ramirez-Simon Engineering, LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/25/2024 11:26 AM

01/25/2024 11:29 AM

Started On: 01/23/2024 08:42 AM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Jail North Generator Upgrade - Design("Project")

**ARCHITECT/
ENGINEER:**

Ramirez-Simon Engineering, LLC ("A/E")
Steven Simon, PE, Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **furnish comprehensive design documents, inclusive of the additional generator, for dissemination to prospective contractors bidding on the Jail North Generator Upgrade project;** and

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

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

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

ARTICLE 1 SCOPE OF AGREEMENT

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

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469).

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

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

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

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

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

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

3.3 Financial Interest Prohibited.

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

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

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

4.2

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

4.2.1

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

4.2.2

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

4.2.3

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

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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

5.2 Duration.

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

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Hundred Fifty-Six Thousand, Four Hundred Seventy Dollars (\$156,470)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand, Five Hundred Sixty-Four and 70/100 Dollars (\$ 1,564.70)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

**Williamson County Facilities Department
Attn: Director of Facilities
101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**Ramirez-Simon Engineering, LLC
Steven Simon, PE, Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving

County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Ramirez-Simon Engineering, LLC
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

Attention: Steven Simon, PE
Principal

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

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13

REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the

termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **\$500,000** per occurrence and **\$1,000,000** in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of **\$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Ramirez-Simon Engineering, LLC

By: 
Signature

Steven Simon
Printed Name

Principal
Title

Date Signed: 1/4/24

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

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

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Williamson County Jail North Generator
508 N. Rock Street
Georgetown, TX 78626
1008.4509

Ramirez-Simon Engineering, LLC. shall furnish comprehensive design documents, inclusive of the additional generator, for dissemination to prospective contractors bidding on the Jail North Generator Upgrade project

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

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

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

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

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

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Provide preliminary materials selection board to County for review with internal departments.

- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

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

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Update preliminary materials selection board or provide new for County project records.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction

- Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
 - E. Receive and respond to permitting comments by the local jurisdiction having review authority.
 - F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
 - G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.
- C. Conduct and oversee pre-construction meeting.
- D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- F. Conduct and oversee bi-weekly progress meetings.
- G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- H. Reject work performed by Contractor which does not meet the requirements of the

Construction Documents; and, order removal and replacement of such work.

- I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee: **\$ 156,470** 100%

100%	Ramirez-Simon Engineering, Inc.	\$ 156,470	
0%	N/A	\$ -	

Phase I - SCHEMATIC DESIGN	\$ 46,941	30%
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Ramirez-Simon Engineering, Inc.	\$ 46,941	
N/A	\$ -	

Phase II - DESIGN DEVELOPMENT	\$ -	0%
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Ramirez-Simon Engineering, Inc.	\$ -	
N/A	\$ -	

Phase III - CONSTRUCTION DOCUMENTS	\$ 78,235	50%
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Ramirez-Simon Engineering, Inc.	\$ 78,235	
N/A	\$ -	

Phase IV - REGULATORY REVIEW AND PERMITS	\$ 4,694	3%
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Ramirez-Simon Engineering, Inc.	\$ 4,694	
N/A	\$ -	

Phase V - BIDDING, AWARD, AND EXECUTION	\$ 3,129	2%
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Ramirez-Simon Engineering, Inc.	\$ 3,129	
N/A	\$ -	

Phase VI - CONSTRUCTION ADMINISTRATION	\$ 20,341	13%
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Ramirez-Simon Engineering, Inc.	\$ 20,341	
N/A	\$ -	

Phase VII - PROJECT CLOSE-OUT	\$	3,129	2%
Ramirez-Simon Engineering, Inc.	\$	3,129	
N/A	\$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Seventy Four (674) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and **estimated** target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

02/07/24

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	03/06/24
30% Plans, Specifications and Estimate deliverables	03/26/24
County written authorization to proceed to next phase	04/16/24

Phase III - CONSTRUCTION DOCUMENTS

100% Review Plans, Specs and Cost Estimate	05/16/24
County written authorization to proceed to next phase	06/06/24

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	06/19/24
Plans submittal to TDLR and Permit application submittal to City	06/26/24
County written authorization to proceed to next phase	07/01/24

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	07/11/24
County advertises project for Bid	07/18/24
Contract Award	08/07/24

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	09/03/24
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Construction Substantial Completion

11/17/25

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables

12/10/25

All services shall be complete on, or before:

12/12/25

EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with 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 E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Ramirez-Simon Engineering, LLC

[Signature]
Signature of Certifying Official

Steven Simon
Printed Name of Certifying Official

Principal
Title of Certifying Official

1/4/24
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Steven Simon
the Principal of Ramirez Simon Engineering LLC
Signatory Title Signatory Name Entity Name on behalf of said firm.



Care Flowers Charnveja
Notary Public in and for the
State of Texas
My commission expires: 9/2/25

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

November 29, 2023

Mr. Daniel Shea
Williamson County Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

SUBJECT: ***SO/Jail Upgrade Generator Coverage - Fee Proposal***

Dear Daniel,

Thank you for the opportunity to submit this proposal to provide Mechanical, Electrical, and Plumbing (MEP) engineering services on this project. This proposal describes our Project Understanding, Scope of Services, proposed Compensation, proposed Schedule and proposed Terms and Conditions for the work.

Project Understanding

The owner wishes to add a new diesel generator with associated automatic transfer switch(es) and other electrical modifications to pick up coverage of the portion of the jail that is not currently under generator service. Provision for the addition of a fourth chiller will be considered in sizing this generator. Generator will have an integral fuel tank. No supplemental fuel storage or transfer design is anticipated. The new generator will be located on the north side of building near 4th St. and S. Rock St. intersection (between building and parking garage). No provision for an architectural screening of generator is anticipated. We will have a civil/structural engineer on our team to properly design site grading and generator concrete pad.

Scope of Services

Ramirez Simon Engineering, LLC (RSE) shall visit the site to evaluate existing site conditions. RSE shall provide documents for review by the County at Phase I - Schematic Design (SD) and Phase III - 100% Construction Document (CD) phases. Due the limited scope associated with this project, RSE proposes to not submit at Phase II - Design Development (DD) phase. With each submission, RSE will provide a Opinion of Probable Cost (OPC) and updated Design Narrative.

RSE will provide design documents (ANSI D size - 22"x34") for distribution to bidding contractors by the county's procurement department (or others). RSE will review and respond to Submittals and RFIs as required. RSE will attend a Prebid, Precon and periodic construction meetings at appropriate stages of construction completion. RSE shall provide an observation report for each visit. RSE shall utilize contractor's as built mark ups to provide record drawings, in both CAD/Revit and PDF format, at the completion of construction.

Exclusions:

- External Diesel storage, recirculation or filtration system design.
- City Permit Application or TDLR Fees.
- Sound/Vibration consultant

- Architectural design.
- Commissioning services.
- Circuit tracing of existing electrical systems.

Compensation

RSE shall perform the design and construction phase services for lump sum of **\$156,470** and shall be broken down as shown below.

Phase I – Schematic Design (SD)	<u>\$46,941.00</u>
RSE	\$44,241.00
Structural	\$2,700.00
Phase III – Construction Documents (CD)	<u>\$78,235.00</u>
RSE	\$73,735.00
Structural	\$4,500.00
Phase IV – Regulatory Review and Permits	<u>\$4,694.10</u>
RSE	\$4,424.10
Structural	\$270.00
Phase V – Bidding, Award and Execution	<u>\$3,129.40</u>
RSE	\$2,949.40
Structural	\$180.00
Phase VI – Construction Administration	<u>\$20,341.00</u>
RSE	\$19,171.00
Structural	\$1,170.00
Phase VII – Project Closeout	<u>\$3,129.40</u>
RSE	\$2,949.40
Structural	\$180.00

Project Schedule

Assuming a February 7, 2024 Authorization to proceed, RSE proposes the following dates:

Phase I – Schematic Design (SD)

Preliminary Scope and Budget Analysis	3/6/24
30% Plans, Specs and Cost Estimate	3/27/24
County written authorization to proceed to next phase	4/17/24

Phase III – Construction Documents (CD)

100% Review Plans, Specs and Cost Estimate	5/22/24
County written authorization to proceed to next phase	6/5/24

Phase IV – Regulatory Review and Permits

Sealed Plans, Specs and Cost Estimate to County	6/19/24
Permit Application to City (No TDLR)	6/26/24

Phase V – Bidding, Award and Execution

Permitted Plans & Specs and Cost Estimate to County	7/10/24
County Advertises Project for Bid	7/17/24
Contract Award (assumes 3 wks for bidding)	8/7/24

Phase VI – Construction Administration

Contractor Notice to Proceed	9/4/24
Construction Substantial Completion	11/15/25

Phase VII – Project Closeout

Record Drawings to County	12/15/24
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Terms and Conditions

We anticipate that this task will be performed a Professional Service Agreement with Williamson County. We will invoice monthly based on services provided. If these terms are acceptable, please provide approval and authorization to proceed.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact me if you have any questions.

Best Regards,

RAMIREZ SIMON ENGINEERING, LLC



Steven Simon, PE
Principal

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.

Ramirez Simon Engineering, LLC
Houston, TX United States

Certificate Number:
2024-1108683

Date Filed:
01/04/2024

Date Acknowledged:

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.

0509-24-1008-04, 1008.4509
Design of Generator System at North Jail

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.



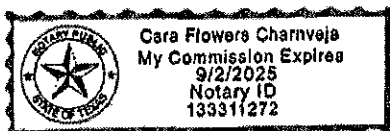
6 UNSWORN DECLARATION

My name is Steve Simon, and my date of birth is [REDACTED]

My address is 9805 Whithorn Drive, Houston, TX, 77095, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 04 day of January, 20 24.
(month) (year)



[Signature]
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.

Ramirez Simon Engineering, LLC
Houston, TX United States

Certificate Number:
2024-1108683

Date Filed:
01/04/2024

Date Acknowledged:
01/22/2024

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.

0509-24-1008-04, 1008.4509
Design of Generator System at North Jail

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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**43.****Meeting Date:** 01/30/2024

Approval of Proposal for Fiber Relocation from Brycomm LLC 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 Proposal #2024107 between Williamson County and Brymer Communication Services, LLC. dba BryComm, LLC. for fiber relocation for a total amount of \$117,324.90, pursuant to DIR contract #DIR-CPO-4777, and authorize the execution of the proposal. The funding source is P578.

Background

The proposal attached lays out the expenses required to reroute fiber at the Juvenile Justice Center in order to keep services operational during construction. Funding source: P578; 2021 TAN; Task 2. The department point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

BryComm Proposal

Form 1295 BryComm

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 03:19 PM

01/25/2024 09:06 AM

Started On: 01/23/2024 11:14 AM

CUSTOMER		BRYCOMM REP					
Williamson County Attn: Chris Ball Systems Engineer Williamson County Cell: 737-900-5993		Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com					
DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER					
1/16/24		DIR-CPO-4777					
PROJECT ADDRESS		PROJECT DESCRIPTION					
200 Wilco Way, Georgetown, TX 78626		Juvenile Detention Center Fiber Reroute Rev2.					
LABOR DESCRIPTION		QTY	UOM	LIST PRICE	ZONE 1 DISC.	COST	TOTAL
ITEM #	LABOR						
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	96	ea.	\$41.43	30%	\$29.00	\$2,784.00
UC-OSP-047	Bi-Directional	48	ea.	\$27.14	30%	\$19.00	\$912.00
INSTALL OF FOC T	Lead Technician	48	hr.	\$160.71	30%	\$112.50	\$5,400.00
INSTALL OF FOC T	Entry Level	48	hr.	\$139.29	30%	\$97.50	\$4,680.00
HC-OSP-014	Bucket Truck Usage	4	hr.	\$107.14	30%	\$75.00	\$1,200.00
UC-OSP-108	Mini Excavator	529	hr.	\$105.00	30%	\$73.50	\$38,881.50
UC-OSP-107	Operator	529	hr.	\$65.00	30%	\$45.50	\$24,069.50
MGMT SVCS SPM	Sr. Project Manager	40	hr.	\$150.00	30%	\$105.00	\$4,200.00
DESIGN SVCS L3	Design Level 3	16	hr.	\$141.43	30%	\$99.00	\$1,584.00
DESIGN SVCS L4	Sr. Consultant	16	hr.	\$161.43	30%	\$113.00	\$1,808.00
				-	0%	-	-
		LABOR SUB-TOTAL:					\$85,519.00
MATERIAL DESCRIPTION		QTY	UOM	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
1	PANDUIT: 48 Strand SM Armored OSP FOC	1750	ft.	\$1.83	20%	\$1.46	\$2,555.00
2	PANDUIT: 1U Port Fiber Box	2	ea.	\$462.19	20%	\$369.75	\$739.50
3	PANDUIT: SM LC 6 Duplex Adapter Panel -	8	ea.	\$149.69	20%	\$119.75	\$958.00
4	PANDUIT: Fan Out Kit	8	ea.	\$50.31	20%	\$40.25	\$322.00
5	PANDUIT: 12 Strand SM LC Pigtail	8	ea.	\$157.50	20%	\$126.00	\$1,008.00
15	LEVITON: Splicing Consumables	96	ea.	\$1.79	16%	\$1.50	\$144.00
33	BLINE: HD UV Rated Cable Ties	1	pk.	\$50.00	17%	\$41.50	\$41.50
43	MAXCELL: 3-Inch, 3-Cell Detectable Fabric	600	ft.	\$6.26	18%	\$5.13	\$3,078.00
51	CARLON: 4" HDPE SDR11 Roll Pipe	1200	ft..	\$7.50	18%	\$6.15	\$7,380.00
58	CADDY: Velcro - Hook & Loop, 75 ft. L x 5/8	1	rl	\$26.25	20%	\$21.00	\$21.00
84	CARLON: 24X36X30 PG STACKABLE BOX	3	ea	\$2,051.22	18%	\$1,682.00	\$5,046.00
85	CARLON: 4"SDR 11 Roll Pipe	450	ft.	\$17.07	18%	\$14.00	\$6,300.00
91	CARLON: 4" EMT COND 10FT	8	ea	\$136.59	18%	\$112.00	\$896.00
92	CARLON: 4" EMT COMPRESSION	4	ea	\$51.22	18%	\$42.00	\$168.00
93	CARLON: 4" FEMALE PVC ADAPTER	2	ea	\$7.32	18%	\$6.00	\$12.00

94	CARLON: 4" COMPRESSION COUPLER	8	ea	\$63.41	18%	\$52.00	\$416.00
95	B-LINE: UNISTRUT 1.625 X 1.625 12 GAUGE	4	ea	\$55.00	17%	\$44.00	\$176.00
96	BLINE: 4" STRUT STRAP	16	ea	\$8.43	17%	\$7.00	\$112.00
97	HOFFMAN: NEMA 3 ENCLOSURE 18"x18"x8"	1	ea	\$1,218.52	19%	\$987.00	\$987.00
98	PANDUIT: 2" J-Hooks	50	ft.	\$5.19	20%	\$4.15	\$207.50
99	CARLON: 1.25" Plenum Corrugated Innerduct	215	ft.	\$7.20	18%	\$5.76	\$1,238.40
						-	-
		MATERIAL SUB-TOTAL:					\$31,805.90
		TOTAL:					\$117,324.90

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.

Brymer Communication Services, LLC dba BryComm, LLC
Hutto, TX United States

Certificate Number:
2024-1115088

Date Filed:
01/23/2024

Date Acknowledged:

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

Williamson County Commissioners Court

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.

2024107
Juvenile Detention Center Fiber Reroute

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BryComm, LLC	Hutto, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Michael Bencivenga, and my date of birth is [REDACTED].

My address is 1308 Alpine Mountain Dr., Leander, TX, 78641, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 23rd day of January, 2024.
(month) (year)

Michael Bencivenga

Digitally signed by Michael Bencivenga
DN: C=US, E=mike.bencivenga@brycomm.com,
O=BryComm, OU=Estimating, CN=Michael Bencivenga
Date: 2024.01.23 14:07:00-06'00'

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.

Brymer Communication Services, LLC dba BryComm, LLC
Hutto, TX United States

Certificate Number:
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Date Filed:
01/23/2024

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

Williamson County Commissioners Court

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.

2024107
Juvenile Detention Center Fiber Reroute

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

Commissioners Court - Regular Session**44.****Meeting Date:** 01/30/2024

Award of IFB #24IFB23 - Improvements to County Road 129 to Chasco Constructors for HNTB

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #24IFB23 for Improvements to County Road 129 to the lowest and best bidder, Chasco Constructors, for the amount of \$2,463,313.00 and authorizing the execution of the agreement. The funding source is P375.

Background

Williamson County sent out over 7,000 notifications with 88 document takers and received 6 submitted bids. The bids were reviewed and the apparent low bidder, Chasco Constructors, was found to be responsive and materially balanced. Their lowest bid of \$2,463,313.00 was 19.51% below the Engineers' estimate. The bidding was competitive with the lowest two bidders being within 10.1% of each other. In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors has successfully completed previous projects for Williamson County. Based on the quality of work performed and a favorable working relationship with the County and its representatives, staff recommends award of IFB #24IFB23 for Improvements to County Road 129 to Chasco Constructors for the amount of \$2,463,313.00. Funding source is P375. Point of contact is Danette Chamberlain.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Letter

Bid Tabulation

Agreement

Form 1295 - Chasco Constructors

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 01/25/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/24/2024 02:50 PM

01/25/2024 08:44 AM

Started On: 01/22/2024 10:53 AM

January 18, 2024



Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 129
Williamson County Project No. 24IFB23
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. Chasco Constructors	\$2,463,313.00
2. Smith Contracting	\$2,712,067.15
3. C.C. Carlton Industries, LTD	\$2,941,159.75
4. Aaron Concrete Contractors, LLC	\$3,206,529.96
5. Joe Bland Construction, L.P.	\$3,469,248.00
6. Austin Engineering Company, Inc.	\$3,691,970.00

The lowest bidder was \$597,120.85 lower than the Engineers Estimate, a cost savings of 19.51%. The bidding was competitive with the lowest two bidders being within 10.1% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Chasco Constructors is currently the Contractor on Samsung Highway (CR 404 to FM 973 -Future County Road) project and has successfully completed past projects for Williamson County including Inner Loop Safety Improvements, CR 110 South, the Bartlett Cotrell Street project, and the Thrall S. Bounds Street project. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, Garver, for award of the CR 129 construction contract to Chasco Constructors in the amount of \$2,463,313.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A handwritten signature in blue ink, appearing to read "Salazar-Bueno", with a stylized flourish at the end.

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravel, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Christen Eschberger, HNTB Corporation



285 SE Inner Loop
Suite 110
Georgetown, TX 78626
TEL 512.485.0020
FAX 512.485.0021
www.GarverUSA.com

January 17, 2024

Keith Taylor, PE
Williamson County Road Bond Program
c/o HNTB
101 E. Old Settlers Blvd, Suite 225
Round Rock, Texas 78664

Re: Improvements to CR 129
Williamson County Project No. 24IFB23
Recommendation of Contractor Award

Mr. Taylor,

Williamson County received 6 bids for construction of the Improvements to CR 129 project on January 17, 2024. The 6 bids and the Engineer's Estimate are summarized below and compared in the attached detailed bid tabulation.

Rank	Bidder	Bid Amount
1	Chasco Constructors	\$2,463,313.00
2	MA Smith Contracting Co., Inc.	\$2,712,067.15
3	C.C. Carlton Industries, LTD	\$2,941,159.75
4	Aaron Concrete Contractors, LLC	\$3,206,529.96
5	Joe Bland Construction, LP	\$3,469,248.00
6	Austin Engineering Company Inc.	\$3,691,970.00
Engineer's Estimate		\$3,060,433.85

Based on the bid tabulation, it is recommended that the contract be awarded to the apparent lower bidder, Chasco Constructors, with a bid of \$2,463,313.00. Garver has reviewed their bid, and no mathematical errors were found.

Please feel free to contact me should you have any questions or comments.

Thanks,

Laura Friello, PE
Project Manager

Cc: Kate Wilder, Danette Chamberlin, Patrick Womack, Wade Benton

Attachments: Improvements to CR 129 – Contractor Bid Comparison

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Chasco Constructors	\$ 2,463,313.00	1	(\$597,120.85)	-19.51%	\$ -	0.0%
Smith Contracting	\$ 2,712,067.15	2	(\$348,366.70)	-11.4%	\$ 248,754.15	10.1%
C.C. Carlton Industries, LTD	\$ 2,941,159.75	3	(\$119,274.10)	-3.9%	\$ 477,846.75	19.4%
Aaron Concrete Contractors, LLC	\$ 3,206,529.96	4	\$146,096.11	4.8%	\$ 743,216.96	30.2%
Joe Bland Construction, L.P.	\$ 3,469,248.00	5	\$408,814.15	13.4%	\$ 1,005,935.00	40.8%
Austin Engineering Company, Inc.	\$ 3,691,970.00	6	\$631,536.15	20.6%	\$ 1,228,657.00	49.9%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		C.C. Carlton Industries, LTD		Aaron Concrete Contractors, LLC		Joe Bland Construction, L.P.		Austin Engineering Company, Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	26	STA	\$ 5,000.00	\$ 130,000.00	\$ 4,200.00	\$ 109,200.00	\$ 2,600.00	\$ 67,600.00	\$ 4,195.00	\$ 109,070.00	\$ 2,500.00	\$ 65,000.00	\$ 1,500.00	\$ 39,000.00	\$ 4,000.00	\$ 104,000.00
2	105 6049	REMOVING STAB BASE & ASPH PAV (4"-22")	5,873	SY	\$ 8.00	\$ 46,984.00	\$ 5.50	\$ 32,301.50	\$ 13.00	\$ 76,349.00	\$ 9.50	\$ 55,793.50	\$ 15.00	\$ 88,095.00	\$ 9.75	\$ 57,261.75	\$ 11.00	\$ 64,603.00
3	110 6001	EXCAVATION (ROADWAY)	27,150	CY	\$ 12.00	\$ 325,800.00	\$ 17.50	\$ 475,125.00	\$ 23.00	\$ 624,450.00	\$ 23.00	\$ 624,450.00	\$ 26.00	\$ 705,900.00	\$ 29.50	\$ 800,925.00	\$ 26.00	\$ 705,900.00
4	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	470	CY	\$ 40.00	\$ 18,800.00	\$ 25.00	\$ 11,750.00	\$ 30.00	\$ 14,100.00	\$ 11.70	\$ 5,499.00	\$ 13.00	\$ 6,110.00	\$ 43.00	\$ 20,210.00	\$ 80.00	\$ 37,600.00
5	160 WCO1	FURNISHING AND PLACING TOPSOIL (4")	14,684	SY	\$ 2.00	\$ 29,368.00	\$ 2.00	\$ 29,368.00	\$ 2.60	\$ 38,178.40	\$ 3.00	\$ 73,420.00	\$ 33.00	\$ 44,052.00	\$ 3.25	\$ 47,725.00	\$ 2.00	\$ 29,368.00
6	164 WC04	BROADCAST SEED (TEMP) (COOL) (TY 9)	7,283	SY	\$ 0.45	\$ 3,277.35	\$ 0.40	\$ 2,913.20	\$ 0.70	\$ 5,098.10	\$ 0.70	\$ 5,098.10	\$ 0.58	\$ 3,641.50	\$ 0.91	\$ 6,627.53	\$ 1.00	\$ 7,283.00
7	164 WC11	BROADCAST SEED (TEMP) (WARM) (TY 11)	21,967	SY	\$ 0.50	\$ 10,983.50	\$ 0.40	\$ 8,796.80	\$ 0.70	\$ 15,378.90	\$ 0.35	\$ 7,688.45	\$ 0.50	\$ 10,983.50	\$ 0.91	\$ 19,989.97	\$ 1.00	\$ 21,967.00
8	166 6002	FERTILIZER	0.92	TON	\$ 900.00	\$ 828.00	\$ 1,800.00	\$ 1,472.00	\$ 3,900.00	\$ 3,220.00	\$ 5,000.00	\$ 4,600.00	\$ 613.00	\$ 563.96	\$ 4,524.00	\$ 4,162.28	\$ 1,500.00	\$ 1,380.00
9	168 WC01	VEGETATIVE WATERING	438	MG	\$ 15.00	\$ 6,570.00	\$ 28.00	\$ 12,264.00	\$ 22.00	\$ 9,636.00	\$ 15.00	\$ 6,570.00	\$ 48.00	\$ 21,024.00	\$ 64.00	\$ 28,032.00	\$ 29.00	\$ 12,702.00
10	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	11,652	SY	\$ 3.00	\$ 34,956.00	\$ 1.50	\$ 17,478.00	\$ 1.50	\$ 17,478.00	\$ 1.70	\$ 19,808.40	\$ 2.00	\$ 23,304.00	\$ 1.76	\$ 20,507.52	\$ 2.00	\$ 23,304.00
11	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	3,356	CY	\$ 55.00	\$ 184,580.00	\$ 60.00	\$ 201,360.00	\$ 59.00	\$ 198,004.00	\$ 66.00	\$ 221,496.00	\$ 76.00	\$ 255,056.00	\$ 75.00	\$ 251,700.00	\$ 91.00	\$ 305,396.00
12	247 6201	FL BS (CMP IN PLC)(TY A GR 4) (8") (TEMP FLBS)	6,050	SY	\$ 50.00	\$ 302,500.00	\$ 88.00	\$ 48,400.00	\$ 13.25	\$ 80,162.50	\$ 15.00	\$ 90,750.00	\$ 17.00	\$ 102,850.00	\$ 16.00	\$ 96,800.00	\$ 25.00	\$ 151,250.00
13	251 6025	REWORK BS MTL (TY B) (6") (ORD COMP)	1,313	SY	\$ 20.00	\$ 26,260.00	\$ 7.00	\$ 9,191.00	\$ 10.00	\$ 13,130.00	\$ 15.00	\$ 19,695.00	\$ 6.00	\$ 7,878.00	\$ 18.50	\$ 24,290.50	\$ 11.00	\$ 14,443.00
14	251 6026	REWORK BS MTL (TY B) (8") (ORD COMP)	6,050	SY	\$ 20.00	\$ 121,000.00	\$ 4.00	\$ 24,200.00	\$ 3.50	\$ 21,175.00	\$ 17.00	\$ 102,850.00	\$ 6.00	\$ 36,300.00	\$ 9.25	\$ 55,962.50	\$ 13.00	\$ 78,650.00
15	260 6001	LIME (HYDRATED LIME DRY)	350	TON	\$ 350.00	\$ 122,500.00	\$ 380.00	\$ 133,000.00	\$ 350.00	\$ 122,500.00	\$ 338.00	\$ 118,300.00	\$ 378.00	\$ 134,000.00	\$ 394.00	\$ 136,900.00	\$ 425.00	\$ 148,750.00
16	260 6011	LIME STR (TEXT MATL) (L2")	8,388	SY	\$ 8.00	\$ 67,104.00	\$ 7.50	\$ 62,910.00	\$ 4.00	\$ 33,552.00	\$ 14.00	\$ 117,432.00	\$ 8.00	\$ 67,104.00	\$ 9.50	\$ 79,686.00	\$ 9.00	\$ 75,492.00
17	310 6001	PRIME COAT (MULTI OPTION)	1,549	GAL	\$ 6.00	\$ 9,294.00	\$ 7.00	\$ 10,843.00	\$ 7.50	\$ 11,617.50	\$ 7.60	\$ 11,772.40	\$ 8.00	\$ 12,392.00	\$ 5.46	\$ 8,457.54	\$ 5.00	\$ 7,745.00
18	316 6193	AGGR(TY-D GR-5 SAC-B)	52	CY	\$ 150.00	\$ 7,800.00	\$ 530.00	\$ 27,560.00	\$ 575.00	\$ 29,900.00	\$ 580.00	\$ 30,160.00	\$ 609.00	\$ 31,668.00	\$ 346.00	\$ 17,992.00	\$ 346.00	\$ 17,992.00
19	316 6413	ASPH (AC-15P,HFRS-2P OR CR-5-2P)	2,479	GAL	\$ 12.00	\$ 29,748.00	\$ 7.00	\$ 17,353.00	\$ 7.50	\$ 18,592.50	\$ 7.60	\$ 18,840.00	\$ 8.00	\$ 19,832.00	\$ 7.00	\$ 17,353.00	\$ 6.00	\$ 14,874.00
20	401 6001	FLOWABLE BACKFILL	41	CY	\$ 260.00	\$ 10,660.00	\$ 300.00	\$ 12,300.00	\$ 235.00	\$ 9,635.00	\$ 350.00	\$ 14,350.00	\$ 308.00	\$ 12,628.00	\$ 261.00	\$ 10,701.00	\$ 400.00	\$ 16,400.00
21	402 6001	TRENCH EXCAVATION PROTECTION	38	LF	\$ 50.00	\$ 1,900.00	\$ 25.00	\$ 950.00	\$ 20.00	\$ 760.00	\$ 1.00	\$ 38.00	\$ 6.00	\$ 228.00	\$ 147.00	\$ 5,586.00	\$ 5.00	\$ 190.00
22	403 6001	TEMPORARY SPL SHORING	1,748	SF	\$ 90.00	\$ 157,320.00	\$ 5.00	\$ 8,740.00	\$ 30.00	\$ 52,440.00	\$ 3.50	\$ 6,118.00	\$ 22.00	\$ 38,456.00	\$ 37.00	\$ 64,676.00	\$ 45.00	\$ 78,660.00
23	423 6004	RETAINING WALL (CONC BLOCK)	1,689	SF	\$ 75.00	\$ 126,675.00	\$ 105.00	\$ 177,345.00	\$ 101.00	\$ 170,589.00	\$ 68.00	\$ 114,852.00	\$ 90.00	\$ 152,010.00	\$ 100.00	\$ 168,900.00	\$ 85.00	\$ 143,565.00
24	432 6002	RIPRAP (CONC) (5 IN)	8	CY	\$ 260.00	\$ 2,080.00	\$ 1,500.00	\$ 12,000.00	\$ 800.00	\$ 6,400.00	\$ 1,160.00	\$ 9,280.00	\$ 1,310.00	\$ 10,480.00	\$ 2,616.00	\$ 20,928.00	\$ 1,400.00	\$ 11,200.00
25	432 6044	RIPRAP (CONC) (REMOVE)	10	CY	\$ 260.00	\$ 2,600.00	\$ 2,400.00	\$ 24,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,651.00	\$ 16,510.00	\$ 2,241.00	\$ 22,410.00	\$ 2,600.00	\$ 26,000.00
26	460 6002	CMP (GAL STL 18 IN)	292	LF	\$ 95.00	\$ 27,740.00	\$ 95.00	\$ 28,840.00	\$ 92.00	\$ 26,864.00	\$ 80.00	\$ 23,360.00	\$ 130.00	\$ 39,420.00	\$ 135.00	\$ 39,420.00	\$ 100.00	\$ 29,200.00
27	464 6005	RC PIPE (CL III)(24 IN)	50	LF	\$ 135.00	\$ 6,750.00	\$ 90.00	\$ 4,500.00	\$ 165.00	\$ 8,250.00	\$ 120.00	\$ 6,000.00	\$ 208.00	\$ 10,400.00	\$ 247.00	\$ 12,350.00	\$ 436.00	\$ 21,800.00
28	464 6017	RC PIPE (CL IV)(18 IN)	196	LF	\$ 200.00	\$ 39,200.00	\$ 120.00	\$ 23,520.00	\$ 160.00	\$ 31,360.00	\$ 100.00	\$ 19,600.00	\$ 133.00	\$ 26,068.00	\$ 161.00	\$ 31,556.00	\$ 253.00	\$ 49,588.00
29	464 6030	RC PIPE (ARCH)(CL III)(DE5 1)	73	LF	\$ 300.00	\$ 21,900.00	\$ 190.00	\$ 13,870.00	\$ 285.00	\$ 20,805.00	\$ 170.00	\$ 12,410.00	\$ 286.00	\$ 20,878.00	\$ 257.00	\$ 18,761.00	\$ 251.00	\$ 18,323.00
30	465 6152	INLET (COMPL)(PAZD)(RC)(3FTX3FT)	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 5,400.00	\$ 6,700.00	\$ 6,700.00	\$ 4,500.00	\$ 4,500.00	\$ 6,342.00	\$ 6,342.00	\$ 7,591.00	\$ 7,591.00	\$ 6,700.00	\$ 6,700.00
31	465 6558	INLET(CMP)(PAZD-CZ)(IG)(3FTX3FT-3FTX3FT)	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 6,200.00	\$ 6,200.00	\$ 7,300.00	\$ 7,300.00	\$ 4,700.00	\$ 4,700.00	\$ 9,146.00	\$ 6,146.00	\$ 6,234.00	\$ 6,234.00	\$ 7,500.00	\$ 7,500.00
32	466 6097	HEADWALL (CH - PW - 0) (DIA= 24 IN)	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,300.00	\$ 6,300.00	\$ 11,500.00	\$ 11,500.00	\$ 10,638.00	\$ 10,638.00	\$ 17,194.00	\$ 17,194.00	\$ 11,000.00	\$ 11,000.00
33	467 6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	2	EA	\$ 2,300.00	\$ 4,600.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,800.00	\$ 5,600.00	\$ 1,677.00	\$ 3,354.00	\$ 2,030.00	\$ 4,060.00	\$ 2,800.00	\$ 5,600.00
34	467 6365	SET (TY II) (18 IN) (RCP) (6: 1) (P)	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 3,200.00	\$ 32,000.00	\$ 2,100.00	\$ 21,000.00	\$ 2,800.00	\$ 28,000.00	\$ 2,555.00	\$ 25,550.00	\$ 2,356.00	\$ 23,560.00	\$ 4,100.00	\$ 41,000.00
35	467 6518	SET (TY I) (DE5 1) (RCP) (6: 1) (P)	2	EA	\$ 2,600.00	\$ 5,200.00	\$ 3,800.00	\$ 11,400.00	\$ 2,900.00	\$ 5,800.00	\$ 3,600.00	\$ 10,800.00	\$ 3,312.00	\$ 6,624.00	\$ 1,217.00	\$ 2,434.00	\$ 4,800.00	\$ 14,400.00
36	498 6043	REMOY STR (SMALL FENCE)	1,037	LF	\$ 6.00	\$ 6,222.00	\$ 3.50	\$ 3,629.50	\$ 6.00	\$ 6,222.00	\$ 2.00	\$ 2,074.00	\$ 8.00	\$ 8,256.00	\$ 4.50	\$ 4,665.00	\$ 10.00	\$ 10,370.00
37	500 6001	MOBILIZATION	1	LS	\$ 230,000.00	\$ 230,000.00	\$ 200,000.00	\$ 200,000.00	\$ 150,000.00	\$ 150,000.00	\$ 145,000.00	\$ 145,000.00	\$ 300,000.00	\$ 300,000.00	\$ 335,000.71	\$ 335,000.71	\$ 260,000.00	\$ 260,000.00
38	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	7	MO	\$ 8,000.00	\$ 56,000.00	\$ 3,000.00	\$ 21,000.00	\$ 3,500.00	\$ 24,500.00	\$ 12,400.00	\$ 86,800.00	\$ 11,227.00	\$ 8,589.00	\$ 7,177.00	\$ 50,239.00	\$ 4,600.00	\$ 32,200.00
39	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	197	LF	\$ 40.00	\$ 7,880.00	\$ 32.00	\$ 6,304.00	\$ 50.00	\$ 9,850.00	\$ 40.00	\$ 7,880.00	\$ 61.00	\$ 12,017.00	\$ 34.00	\$ 6,696.00	\$ 27.00	\$ 5,319.00
40	506 6011	ROCK FILTER DAMS (REMOVE)	197	LF	\$ 17.00	\$ 3,349.00	\$ 16.00	\$ 3,152.00	\$ 23.00	\$ 4,531.00	\$ 17.50	\$ 3,447.50	\$ 37.00	\$ 7,289.00	\$ 17.00	\$ 3,349.00	\$ 10.00	\$ 1,970.00
41	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	670	SY	\$ 40.00	\$ 26,800.00	\$ 51.00	\$ 10,050.00	\$ 35.00	\$ 23,450.00	\$ 20.00	\$ 13,400.00	\$ 49.00	\$ 32,830.00	\$ 21.00	\$ 14,070.00	\$ 6.00	\$ 4,020.00
42	506 6024	CONSTRUCTION EXITS (REMOVE)	670	SY	\$ 10.00	\$ 6,700.00	\$ 32.50	\$ 1,675.00	\$ 11.00	\$ 7,370.00	\$ 10.00	\$ 6,700.00	\$ 37.00	\$ 24,790.00	\$ 16.00	\$ 10,720.00	\$ 1.00	\$ 670.00
43	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	2,473	LF	\$ 4.50	\$ 11,128.50	\$ 3.50	\$ 8,655.50	\$ 4.50	\$ 11,128.50	\$ 4.70	\$ 11,623.10	\$ 6.00	\$ 14,838.00	\$ 3.75	\$ 9,273.75	\$ 5.00	\$ 12,365.00
44	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	2,473	LF	\$ 1.00	\$ 2,473.00	\$ 1.50	\$ 3,709.50	\$ 1.25	\$ 3,091.25	\$ 1.00	\$ 2,473.00	\$ 1.00	\$ 2,473.00	\$ 1.25	\$ 3,091.25	\$ 0.50	\$ 1,236.50
45	506 6042	BIDDEG EROSN CONT LOGS (INSTL) (18")	100	LF	\$ 9.50	\$ 950.00	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00	\$ 17.55	\$ 1,755.00	\$ 12.13	\$ 1,213.00	\$ 12.13	\$ 1,213.00	\$ 7.00	\$ 700.00
46	506 6043	BIDDEG EROSN CONT LOGS (REMOVE)	100	LF	\$ 2.00	\$ 200.00	\$ 35.00	\$ 3,500.00	\$ 40.00	\$ 4,000.00	\$ 5.00	\$ 500.00	\$ 4.55	\$ 455.00	\$ 2.00	\$ 200.00	\$ 50.00	\$ 5,000.00
47	530 6004	DRIVEWAYS (CONC)	463	SY	\$ 70.00	\$ 32,410.00	\$ 120.00	\$ 55,560.00	\$ 110.00	\$ 50,920.00	\$ 120.00	\$ 55,560.00	\$ 155.00	\$ 71,755.00	\$ 84.00	\$ 38,892.00	\$ 244.00	\$ 112,972.00
48	530 6005	DRIVEWAYS (ACP)	851	SY	\$ 110.00	\$ 93,610.00	\$ 98.00	\$ 49,358.00	\$ 85.00	\$ 72,335.00	\$ 55.00	\$ 46,805.00	\$ 61.00	\$ 51,911.00	\$ 54.60	\$ 46,464.60	\$ 164.00	\$ 139,564.00
49	550 6001	CHAIN LINK FENCE (INSTALL)(6)	1,226	LF	\$ 40.00	\$ 49,040.00	\$ 30.00	\$ 36,780.00	\$ 35.00	\$ 42,910.00	\$ 35.00	\$ 42,910.00	\$ 37.00	\$ 45,362.00	\$ 54.00	\$ 66,204.00	\$ 37.00	\$ 45,362.00
50	550 6003	CHAIN LINK FENCE (REMOVE)	1,159	LF	\$ 8.00	\$ 9,272.00	\$ 4.00	\$ 4,636.00	\$ 4.00	\$ 4,636.00	\$ 2.00	\$ 2,318.00	\$					

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the “Agreement”) is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and Chasco Constructors (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The “Project” is generally described as follows:

Project No. P375 - CR 129

Article 2. Engineer of Record

The Project has been designed by Garver, who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 215 calendar days (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the “Contract Price”):

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Two Million, Four-Hundred Sixty-Three Thousand, Three-Hundred Thirteen Dollars and Zero Cents \$2,463,313.00 (dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, 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, 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 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Agreement
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 General Conditions
- 6.8 Special Conditions
- 6.9 Technical Specifications
- 6.10 Plan Drawings
- 6.11 Addenda numbers 1 to 1, inclusive
- 6.12 Contractor's Bid Affidavit and Bid Form
- 6.13 Documentation submitted by Contractor prior to Notice of Award.
- 6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

- may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- 7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

- associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20____ (which is the
“Effective Date” of the Agreement).

COUNTY_____

CONTRACTOR_____

By:_____

Bill Gravell, Jr.,
Williamson County Judge

By: _____

Title: _____

[CORPORATE SEAL]

Attest _____

Attest _____

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:
2024-1113234

Date Filed:
01/18/2024

Date Acknowledged:

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

Chasco Constructors
Round Rock, 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 Texas

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.

24IFB23
CR 129 South of Brushy Creek to North of County Line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glace, Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is _____.

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

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

Executed in Williamson County, State of Texas, on the 18 day of January, 20 24.
(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.

Chasco Constructors
Round Rock, TX United States

Certificate Number:
2024-1113234

Date Filed:
01/18/2024

Date Acknowledged:
01/22/2024

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

Williamson County Texas

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.

24IFB23
CR 129 South of Brushy Creek to North of County Line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glace, Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX 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)

Commissioners Court - Regular Session**45.****Meeting Date:** 01/30/2024

CR143 TxDOT Resolution and AFA

Submitted For: Terron Evertson**Submitted By:** Jenifer Favreau, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a TxDOT Resolution and Advance Funding Agreement for off-system bridge and roadway realignments for CR 143 at Dry Berry Creek.

Background

CR 143 is on the Williamson County Long Range Transportation Plan (LRTP) as an arterial roadway, but the current alignment of CR 143 has a sharp "S" curve at the creek that does not match the LRTP alignment. Road and Bridge is proposing that the replacement bridge structure and roadway be constructed at the LRTP alignment location. The cost in excess of TxDOT's Highway Bridge Replacement and Rehabilitation Program funding will be covered by the County. The additional estimated cost is \$1,836,095.00. The funding source is P645. Documents sent to the County Judges office for signature should be returned to TxDOT for further execution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

AFA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 09:58 AM

Started On: 01/25/2024 09:40 AM

RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitates or remove structurally deficient and functional obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson County** will provide the Project funding from the Capital Project Funds.

WHEREAS, **Williamson County**, hereinafter referred to as the Local Government, own bridges and approaches:

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 143 From 3,200' E of CR 234 to 3,882' E and From 4,082' E of CR 234 to 4,814' W of IH 35**, Control-Section-Job (CSJ) Number **0914-05-219**; and

THEREFORE, BE IT RESOLVED:

That **Williamson County** has agreed and accepted the Highway Bridge Replacement and Rehabilitation Program (HBRRP) funding for CR 143 at Dry Berry Creek (0914-05-203) in separate Advance Funding Agreement with the State. **Williamson County** shall be responsible for any cost due to changes or modification to the initial plan including any cost overruns which will be administer through this Advance Funding Agreement.

That **Williamson County** has agreed to costs outlined in the Advance Funding agreement for CR 143 From 3,200' E of CR 234 to 3,882' E and From 4,082' E of CR 234 to 4,814' W of IH 35 (under CSJ#0914-05-219) with the State. **Williamson County** shall be responsible for any project cost overruns for both projects which are under CSJ#0914-05-203 and CSJ#0914-05-219.

Now therefore, the Williamson County Commissioners Court does hereby approve the Advance Funding Agreement and enter into this agreement with the Texas Department of Transportation for the Project reference above by the two CSJs. The County Judge is authorized to execute all documents necessary to complete this transaction.

APPROVAL SIGNATURES

Date: _____

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District #	14	AFA ID	Z00003466
Code Chart 64 #		50246	
Project Name		CR 143 from west and east of Dry Berry Creek	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Road Improvement Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS The State and Local Government have executed an Advance Funding Agreement For Bridge Replacement or Rehabilitation Off the State System on 2nd October of 2019 for project with CSJ#**0914-05-203**, under project name CR 143 at Dry Berry Creek, this project was included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP). The County subsequently proposed a road re-alignment on CR 143 from 3,200 feet East of CR 234 to 3,882 feet East of CR 234 and from 4,082' E of CR 234 to 4,613' E of CR 234 to flatten the horizontal curves to meet a 60 MPH design speed and revise the profile to meet a 25 year storm event at the bridge. These segments to be constructed on west and east side of new bridge are being constructed under this CSJ# **0914-05-219** in Williamson County, Texas as part of same overall construction project as it is integral to the bridge replacement project and would be impractical to do under a different construction project with a different contractor; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the

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re-alignment of CR 143 (CSJ 0914-05-219) in Williamson County. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows
AGREEMENT

Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 12
4.	State	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

Scope of Work

The scope of work for this Project consists of preliminary engineering (schematic, environmental), plans, specifications, and estimates (PS&E) for construction of road re-alignment on either side of Dry Berry Creek on CR 143 from 3,200 feet East of CR 234 to 3,882 feet East of CR 234 and 4,082 feet East of CR 234 to 4,613 feet east of CR 234 to flatten horizontal curves to meet a 60 MPH design speed and revise profile to meet a 25-year storm event at the bridge as shown on Attachment A. These segments to be constructed on west and east side of new bridge being constructed under CSJ# 0914-05-219 in Williamson County, Texas as part of same overall project.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local

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- Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
 - C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The

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funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

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E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state

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highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an

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explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Williamson ATTN: County Judge 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written

CCSJ #		0914-05-203	
AFA CSJs		0914-05-219	
District #	14	AFA ID	Z00003466
Code Chart 64 #		50246	
Project Name		CR 143 from west and east of Dry Berry Creek	

notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

CCSJ #		0914-05-203	
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25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

CCSJ #		0914-05-203	
AFA CSJs		0914-05-219	
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- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Bill Gravell, Jr.

Typed or Printed Name

Director of Contract Services

County Judge

Typed or Printed Title

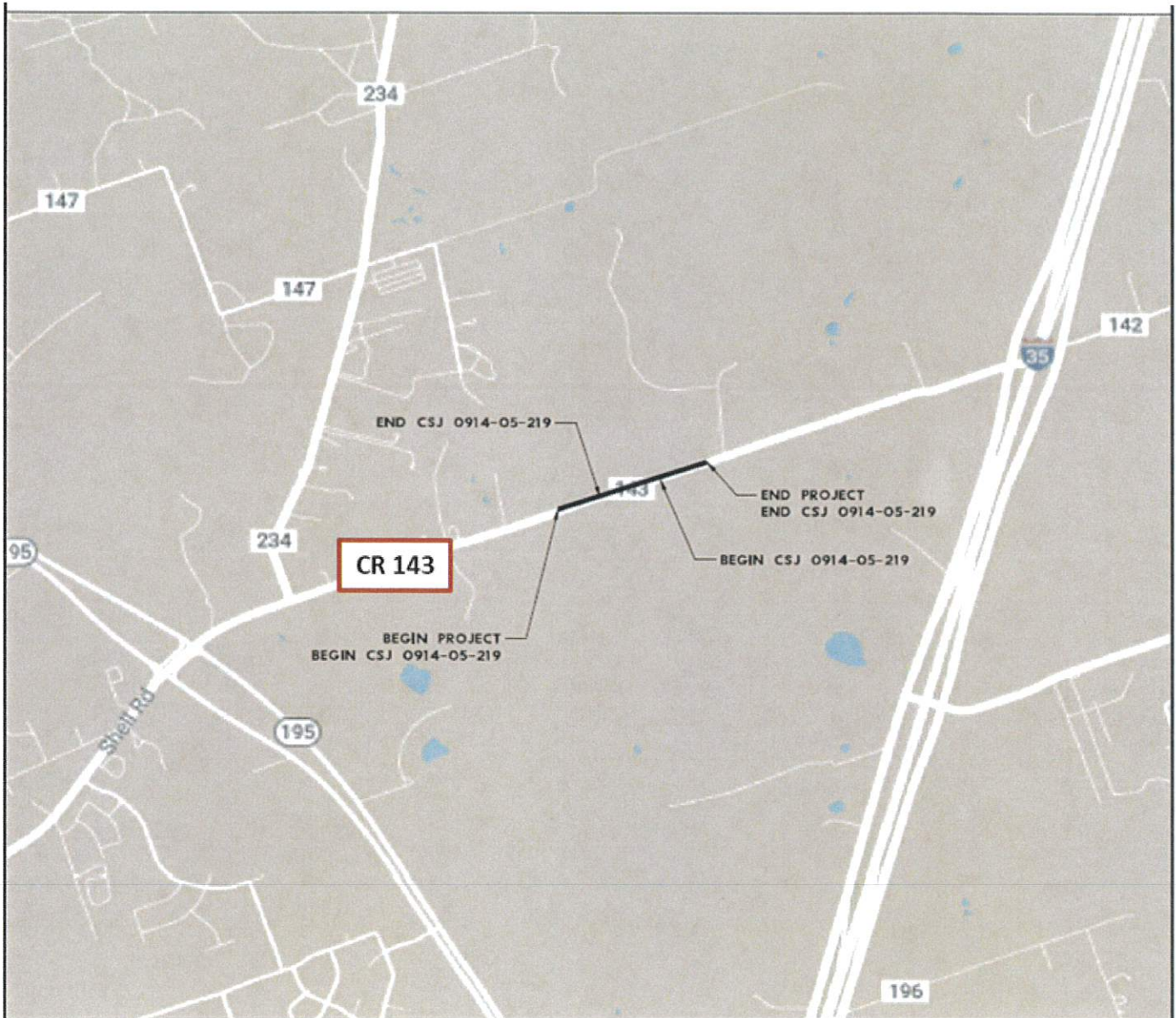
Typed or Printed Title

Date

Date

CCSJ #		0914-05-203	
AFA CSJs		0914-05-219	
District #	14	AFA ID	Z00003466
Code Chart 64 #		50246	
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



CCSJ #		0914-05-203	
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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description 0914-05-219	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by State)	\$170,000	0%	\$0	100%	\$170,000
Environmental (by State)	\$30,000	0%	\$0	100%	\$30,000
Construction (by State)	\$1,548,662	0%	\$0	100%	\$1,548,662
Subtotal	\$1,748,662		\$0		\$1,748,662
Environmental Direct State Costs	\$8,743	0%	\$0	100%	\$8,743
Right of Way Direct State Costs	\$2,186	0%	\$0	100%	\$2,186
Engineering Direct State Costs	\$13,115	0%	\$0	100%	\$13,115
Utility Direct State Costs	\$2,186	0%	\$0	100%	\$2,186
Construction Direct State Costs	\$61,203	0%	\$0	100%	\$61,203
Indirect State Costs (4.6%)	\$80,438	100%	\$80,438	0%	\$0
TOTAL	\$1,916,534		\$80,438		\$1,836,095

Initial payment by the Local Government to the State: \$226,230

Payment by the Local Government to the State before construction: \$1,609,865

Estimated total payment by the Local Government to the State \$1,836,095. This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**46.****Meeting Date:** 01/30/2024

LRE 23RFSQ79 Contract Amendment 1 Groundwater

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P

Background

This Contract Amendment No 1 is to update the rate schedule. Funding source: 445P

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LRE 23RFSQ79 Contract Amendment 1 Groundwater

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/25/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

01/25/2024 08:37 AM

01/25/2024 09:14 AM

Started On: 01/23/2024 03:09 PM

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to Contract for Engineering Services (“Amendment No. 1”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LRE Water, LLC (the “Engineer”).

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the “Contract”), being dated effective December 20, 2023, wherein Engineer agreed to perform certain professional engineering services in connection with the 23RFSQ79 Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35 (“Project”);

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit D – Rate Schedule

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

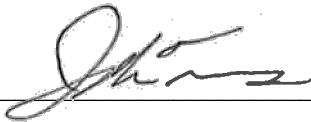
II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

LRE Water, LLC

By: 

Printed Name: Jordan Furnans

Title: Vice President - TX Operations

Date: January 23, 2024

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Exhibit D

Rate Schedule

Please see following pages.

EXHIBIT D

RATE SCHEDULE

LRE WATER, LLC - STAFF CLASSIFICATION & HOURLY RATES

Effective 11/09/2023 through 12/31/2024

Williamson County Project – 23RFSQ79

Revised 1/16/2024

NOTE: Firm's staff listed below are those most likely to work on the Project. Firm may utilize other staff (as needed), possibly including staff not hired as of the date of execution of the Contract. In the event staff and rates are not provided below, the parties must amend the Contract to include such staff and rates prior to Firm submitting any invoices and requests for payments for time incurred by staff or at rates not included.

<u>Primary LRE Water Staff – TX Operations</u>	
<u>Classification</u>	<u>Rate (\$/hr)</u>
Project Manager	\$225
Senior Project Geologist	\$200
Staff Geologist III	\$185
Staff Geologist I	\$143
Project Geologist	\$176
Senior Project Geologist	\$220
Staff Geologist I	\$143
Staff Geologist I	\$137
Staff Geologist II	\$153
 <u>Project Support Staff – TX Operations</u>	
<u>Classification</u>	<u>Rate (\$/hr)</u>
Project Geologist	\$169
Staff Geologist I	\$135
Technology Specialist II	\$141
Data Scientist II	\$169
Project Developer	\$183
Project Engineer	\$185
Project Manager	\$220
Technical Advisor	\$205
Project Geologist	\$220
Project Engineer	\$215
Staff Geologist II	\$142

Subcontractor/Subconsultant Staff Rates

<u>Firm/Affiliation</u>	<u>Classification</u>	<u>Rate (\$/hr)</u>
KT Groundwater	Senior Geologist	\$250
KT Groundwater	Geologist	\$150
Baylor University	Technical Advisor	\$250
UT BEG	Technical Advisor	\$250

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

1/16/2024 Revision Notes:

Mike Keester, PG and Phillip Webster, PG have left RW Harden & Associates, and have formed a new company KT Groundwater. As their skills and knowledge are vital to the project, LRE Water will subcontract to KT Groundwater, and will NOT utilized RW Harden & Associates.

We also consolidated the entries in the Subcontractor/Subconsultant Staff Rates table, as all potential staff from the UT BEG will have an equal billing rate for this project.

Commissioners Court - Regular Session**47.****Meeting Date:** 01/30/2024

23IFB21 Ronald Reagan Blvd. at Elizabeth Park Temporary Signals - Change Order #2 (Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of (\$27,480.00) for Project 23IFB21 Ronald Reagan Blvd. at Elizabeth Park Temporary Signals (The Levy Company) P: 336 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of \$27,480.00 to the Contract amount, for an adjusted Contract total of \$217,667.97. The original Contract amount was \$216,902.22. As a result of this and all Change Orders to-date, \$765.75 has been added to the Contract, resulting in a 0.35% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB21-Elizabeth Park Temp Signals CO#2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:06 AM

Started On: 01/24/2024 01:40 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: The Levy Company
2. Change Order Work Limits: Sta. 490+00 to Sta. 520+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 23IFB21
RR at Elizabeth
Parkway Temp
Roadway: Signals

CSJ
Number: N/A

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: 0 Days added on this CO: 0

Amount added by this change order: (\$27,480.00)

THE CONTRACTOR

Date 1/23/24

By

Typed/Printed Name

Typed/Printed Title

Dusty Viebrock
Area Project Manager

RECOMMENDED FOR EXECUTION:

[Signature] 1/23/2024
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 1/24/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 23IFB21**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]

TABLE B: Contract Items:

[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Ronald Reagan at Elizabeth Parkway Temporary Signals
Williamson County Project No. 23IFB21**

Change Order No. 2

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of \$27,480.00 to the Contract amount, for an adjusted Contract total of \$217,667.97. The original Contract amount was \$216,902.22. As a result of this and all Change Orders to-date, \$765.75 has been added to the Contract, resulting in a 0.35% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session**48.****Meeting Date:** 01/30/2024

22IFB139 FM 3349 at US 79 - Change Order #9 (Revised TCP)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of (\$368,749.53) for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both the North Bound and South Bound Frontage Roads simultaneously, resulting in significant savings on temporary detour work. The changes to the TCP and construction phasing do not impact the project completion date and results in savings on several other contract items.

This Change Order results in a net decrease of \$368,749.53 to the Contract amount, for an adjusted Contract total of \$83,415,584.43. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,474,546.30 has been added to the Contract, resulting in an 1.8% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB139-FM3349_CO#9

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:27 AM

Started On: 01/24/2024 02:27 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 415+25.32 to Sta. 512+00

3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)

4. Reasons: 5A (3 Max. - In order of importance - Primary first)

Project: 22IFB139

Roadway: FM 3349

CSJ 3486-01-008
Number: 0204-02-034

5. Describe the work being revised:

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: 2 - 44 & 53 - 180

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$368,749.53)

THE CONTRACTOR

Date 1-18-24

By

Typed/Printed Name

Jerry Williams

Typed/Printed Title

Division Manager

RECOMMENDED FOR EXECUTION:

[Signature] 1/18/2024
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 1/22/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

Project # 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
432 6045	RIPRAP (MOW STRIP)(4 IN) (CSJ 3486-01-008)	CY	\$ 712.26	311.00	\$ 221,512.86	12.00	323.00	\$ 230,059.98	\$ 8,547.12
508 6001	CONSTRUCTING DETOURS (CSJ 3486-01-008)	SY	\$ 116.47	7,737.00	\$ 901,128.39	(3,013.00)	4,724.00	\$ 550,204.28	\$ (350,924.11)
512 6029	PORT CTB (MOVE)(F-SHAPE)(TY 1) (CSJ 3486-01-008)	LF	\$ 4.28	1,830.00	\$ 7,832.40	(1,091.00)	739.00	\$ 3,162.92	\$ (4,669.48)
512 6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1) (CSJ 3486-01-008)	LF	\$ 10.48	2,610.00	\$ 27,352.80	(1,091.00)	1,519.00	\$ 15,919.12	\$ (11,433.68)
540 6001	MTL W-BEAM GD FEN (TIM POST) (CSJ 3486-01-008)	LF	\$ 21.53	1,620.00	\$ 34,878.60	50.00	1,670.00	\$ 35,955.10	\$ 1,076.50
540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM) (CSJ 3486-01-008)	EA	\$ 1,800.00	4.00	\$ 7,200.00	2.00	6.00	\$ 10,800.00	\$ 3,600.00
544 6001	GUARDRAIL END TREATMENT (INSTALL) (CSJ 3486-01-008)	EA	\$ 3,328.00	7.00	\$ 23,296.00	2.00	9.00	\$ 29,952.00	\$ 6,656.00
545 6003	CRASH CUSH ATTEN (MOVE & RESET) (CSJ 3486-01-008)	EA	\$ 2,000.00	2.00	\$ 4,000.00	2.00	4.00	\$ 8,000.00	\$ 4,000.00
545 6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3) (CSJ 3486-01-008)	EA	\$ 9,300.00	13.00	\$ 120,900.00	2.00	15.00	\$ 139,500.00	\$ 18,600.00
662 6060	WK ZN PAV MRK REMOV (W)4"(BRK) (CSJ 3486-01-008)	LF	\$ 1.10	4,647.00	\$ 5,111.70	(4,647.00)	0.00	\$ 0.00	\$ (5,111.70)
662 6063	WK ZN PAV MRK REMOV (W)4"(SLD) (CSJ 3486-01-008)	LF	\$ 0.56	50,579.00	\$ 28,324.24	(40,389.00)	10,190.00	\$ 5,706.40	\$ (22,617.84)
662 6080	WK ZN PAV MRK REMOV (W)(ARROW) (CSJ 3486-01-008)	EA	\$ 190.00	4.00	\$ 760.00	(4.00)	0.00	\$ 0.00	\$ (760.00)
662 6090	WK ZN PAV MRK REMOV (W)(WORD) (CSJ 3486-01-008)	EA	\$ 255.00	12.00	\$ 3,060.00	(7.00)	5.00	\$ 1,275.00	\$ (1,785.00)
662 6092	WK ZN PAV MRK REMOV (W)36"(YLD TRI) (CSJ 3486-01-008)	EA	\$ 100.00	2.00	\$ 200.00	(2.00)	0.00	\$ 0.00	\$ (200.00)
662 6095	WK ZN PAV MRK REMOV (Y)4"(SLD) (CSJ 3486-01-008)	LF	\$ 0.56	47,580.00	\$ 26,644.80	(21,209.00)	26,371.00	\$ 14,767.76	\$ (11,877.04)
662 6060	WK ZN PAV MRK REMOV (W)4"(BRK) (CSJ 0204-02-034)	LF	\$ 1.10	815.00	\$ 896.50	(353.00)	462.00	\$ 508.20	\$ (388.30)
662 6080	WK ZN PAV MRK REMOV (W)(ARROW) (CSJ 0204-02-034)	EA	\$ 190.00	1.00	\$ 190.00	(1.00)	0.00	\$ 0.00	\$ (190.00)
662 6092	WK ZN PAV MRK REMOV (W)36"(YLD TRI) (CSJ 0204-02-034)	EA	\$ 100.00	1.00	\$ 100.00	(1.00)	0.00	\$ 0.00	\$ (100.00)
662 6075	WK ZN PAV MRK REMOV (W)24"(SLD) (Wilco)	LF	\$ 13.00	2,967.00	\$ 38,571.00	(24.00)	2,943.00	\$ 38,259.00	\$ (312.00)
662 6080	WK ZN PAV MRK REMOV (W)(ARROW) (Wilco)	EA	\$ 190.00	4.00	\$ 760.00	(4.00)	0.00	\$ 0.00	\$ (760.00)
662 6092	WK ZN PAV MRK REMOV (W)36"(YLD TRI) (Wilco)	EA	\$ 100.00	1.00	\$ 100.00	(1.00)	0.00	\$ 0.00	\$ (100.00)
TOTALS					\$ 1,452,819.29			\$ 1,084,069.76	\$ (368,749.53)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 9

Reason for Change

This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.

This Change Order results in a net decrease of \$368,749.53 to the Contract amount, for an adjusted Contract total of \$83,415,584.43. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,474,546.30 has been added to the Contract, resulting in an 1.8% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session**49.****Meeting Date:** 01/30/2024

22IFB139 FM 3349 at US 79 - Change Order #10 (Naivar WL Service)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of \$67,965.30 for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5” HDPE water service line and fittings for the Jonah waterline project on FM 3349. The water service to this property was omitted from the water line plans. Jonah Water Special Utility District confirmed that there was an existing account and requested the water service added to the project. This work is 100% reimbursed by the Jonah Water Special Utility District. Multiple items are being added by this Change Order. Please see attached Change Order for details.

This Change Order results in a net increase of \$67,965.30 to the Contract amount, for an adjusted Contract total of \$83,483,549.73. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,542,511.60 has been added to the Contract, resulting in an 1.88% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB139-FM3349_CO#10

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:55 AM

Started On: 01/24/2024 02:35 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. J - 0+00 to Sta. J - 4+00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project:	<u>22IFB139</u>
Roadway:	<u>FM 3349</u>
CSJ Number:	<u>Williamson Co</u>

5. Describe the work being revised:

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: 6 and 28.3
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$67,965.30

THE CONTRACTOR

Date 1-18-24

By

Typed/Printed Name

Typed/Printed Title

Jeff Williams

Division Manager

RECOMMENDED FOR EXECUTION:

[Signature] 1/18/2024
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 1/24/2024
Program Manager Date

[Signature] 1-19-24
Jonah Water Special Utility District Date

Design Engineer's Seal



County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10

Project # 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J106-43	RELOCATE AND RECONNECT WATER SERVICE; TO INCLUDE NEW SERVICE LINES, FITTINGS, BOXES, AND LIDS; COMPLETE AND INSTALLED	EA	\$ 2,037.00	5.00	\$ 10,185.00	1.00	6.00	\$ 12,222.00	\$ 2,037.00
J106-57	WATER SERVICE, 5/8" X 3/4" W/ 1.5" SERVICE TAP; COMPLETE AND INSTALL	EA	\$ 4,072.00	0.00	\$ -	1.00	1.00	\$ 4,072.00	\$ 4,072.00
J106-58	1.5" HDPE SDR 9 & FITTINGS W/ TRACER WIRE	LF	\$ 42.40	0.00	\$ -	14.00	14.00	\$ 593.60	\$ 593.60
J106-59	4" STEEL ENC. PIPE, BORED W/ 1.5" HDPE SERVICE LINE	LF	\$ 371.00	0.00	\$ -	125.00	125.00	\$ 46,375.00	\$ 46,375.00
J106-60	4" STEEL ENC. PIPE, OPEN CUT W/ 1.5" HDPE SERVICE LINE	LF	\$ 56.18	0.00	\$ -	265.00	265.00	\$ 14,887.70	\$ 14,887.70
TOTALS					\$ 10,185.00			\$ 78,150.30	\$ 67,965.30

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 10

Reason for Change

This Change Order compensates the Contractor for installing 390 LF of 4-inch HDPE water service line and fittings for the Jonah waterline project on FM 3349. This work was requested by and is 100% reimbursed by the Jonah Water Special Utility District.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-57	WATER SERVICE, 5/8" X 3/4" W/ 1.5" SERVICE TAP; COMPLETE AND INSTALLED	1	EA
J106-58	1.5" HDPE SDR 9 & FITTINGS W/ TRACER WIRE	14	LF
J106-59	4" STEEL ENC. PIPE, BORED W/ 1.5" HDPE SERVICE LINE	125	LF
J106-60	4" STEEL ENC. PIPE, OPEN CUT W/ 1.5" HDPE SERVICE LINE	265	LF

This Change Order results in a net increase of \$67,965.30 to the Contract amount, for an adjusted Contract total of \$83,483,549.73. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$1,542,511.60 has been added to the Contract, resulting in an 1.88% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.



REQUEST FOR INFORMATION FORM

RFI NO.: 41 DATE: 8/11/23
PROJECT: 3349 @ US-79 RESPONSE REQUESTED BY
TO: HNTB: ASIF DATE: 8/16/23

REFERENCE: Plan Sheets: xxx

PROBLEM:
See attached

RECOMMENDED SOLUTION:

Originator

Supervisor

RESPONSE:

The service on the east side of the roadway was missed, please refer to the attached revised sht. 6 and new sht 28.2 to account for this missed water service.

Revised plans sheet adjusting to existing utilities.



Responder

10/23/2023; Revised Response

Date

Cayote Consulting, LLC; on behalf of Jonah Water Special Utility District

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:



5880 West Highway 190
LEWISVILLE, Texas 76513
Phone: 972-538-5300 Fax: 866-785-2025

Date: 08/11/2023

Request for Information # 041

Project FM 3349 @ US 79
JCG Job# 10906
Contract#

To:	From:
ASIF MIRZAZADA	
HNTB CORPORATION	James Construction Group, LLC
101 E. OLD SETTLERS BLVD. STE.225	18484 E. Petroleum Drive
ROUND ROCK, TX 78664	Baton Rouge, LA 70809
Phone: 512-987-9179	Phone:
Fax:	Fax:
Email: AMIRZAZADA@HNTB.COM	Email:

Subject:	Status:	Response Required By:
JCG - 1280 FM 3349 WATER SERVICE	RFI OPEN	08/18/2023

Submittal #:	Drawing #:	Addendum:	Spec Section:	Schedule #:

Please be advised that this document shall serve as notice pursuant to the terms of the Contract. The timeliness and/or content of the response may impose time and cost impacts to the project that could not have been reasonably or objectively contemplated at the time of the Bid, which may therefore merit an adjustment to the Contract.

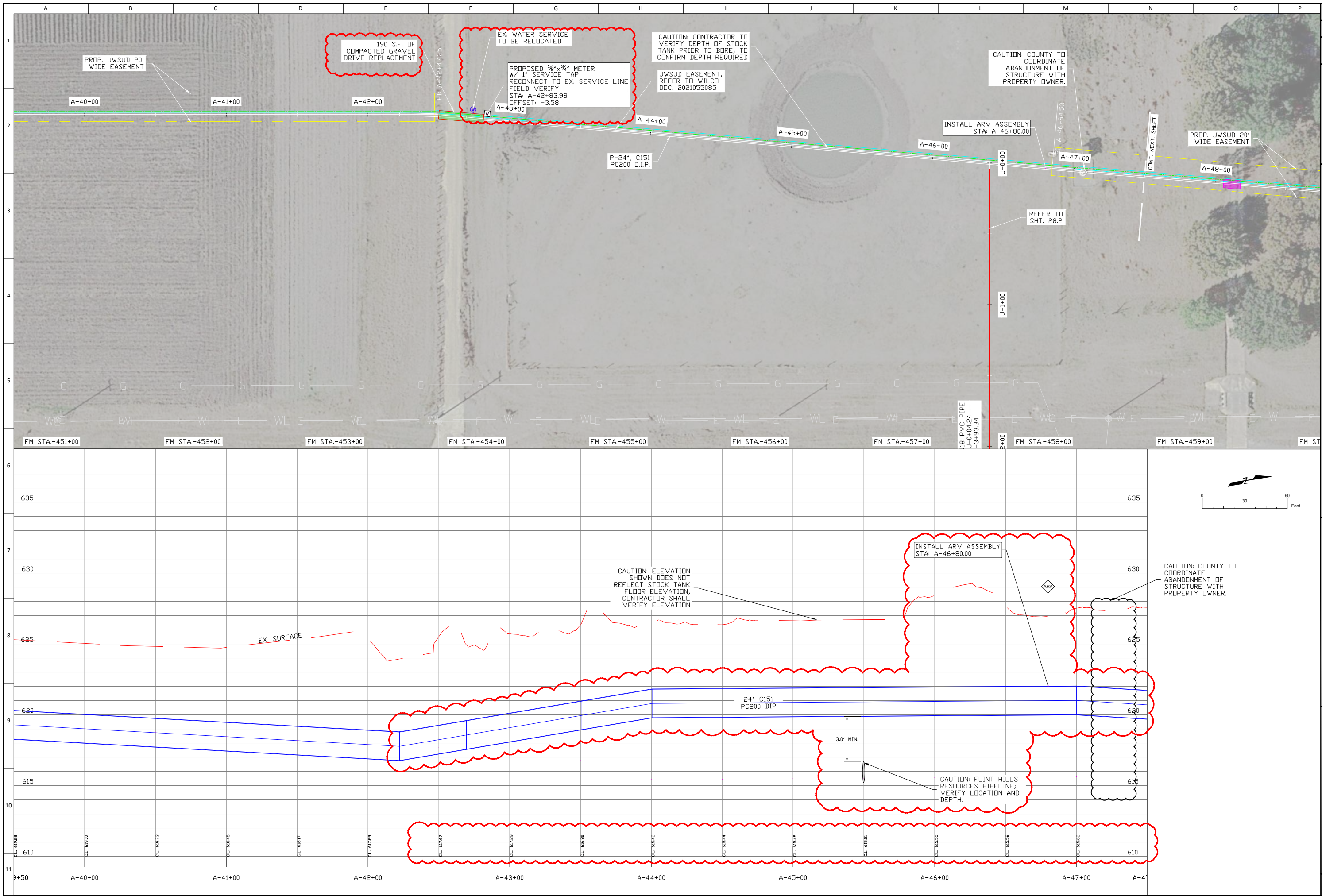
RFI Detail:

It appears that a water line service from Jonah's proposed 24" DI line to 1280 FM 3349 Taylor Texas was missed. JCG believes that the existing 4" Jonah Waterline services this address. Can EOR confirm that the address mentioned above is serviced by Jonah Water and if it is what is the solution to get this stake holder water service again when the new water line is activated?

Suggestion:

Response:

Signature: _____ Date: _____



REVISION DESCRIPTION	DATE	BY	CHK
RELOCATE EXISTING WATER METER	3/22/23	MWW	
INCREASE SF OF GRAVEL REPLACE	7/31/23	MWW	
REVISIONS DUE TO FHR OIL PIPELINE	8/15/23	MWW	
ADDED SERVICE STA. 46+39			

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-39+50 TO A-47+50

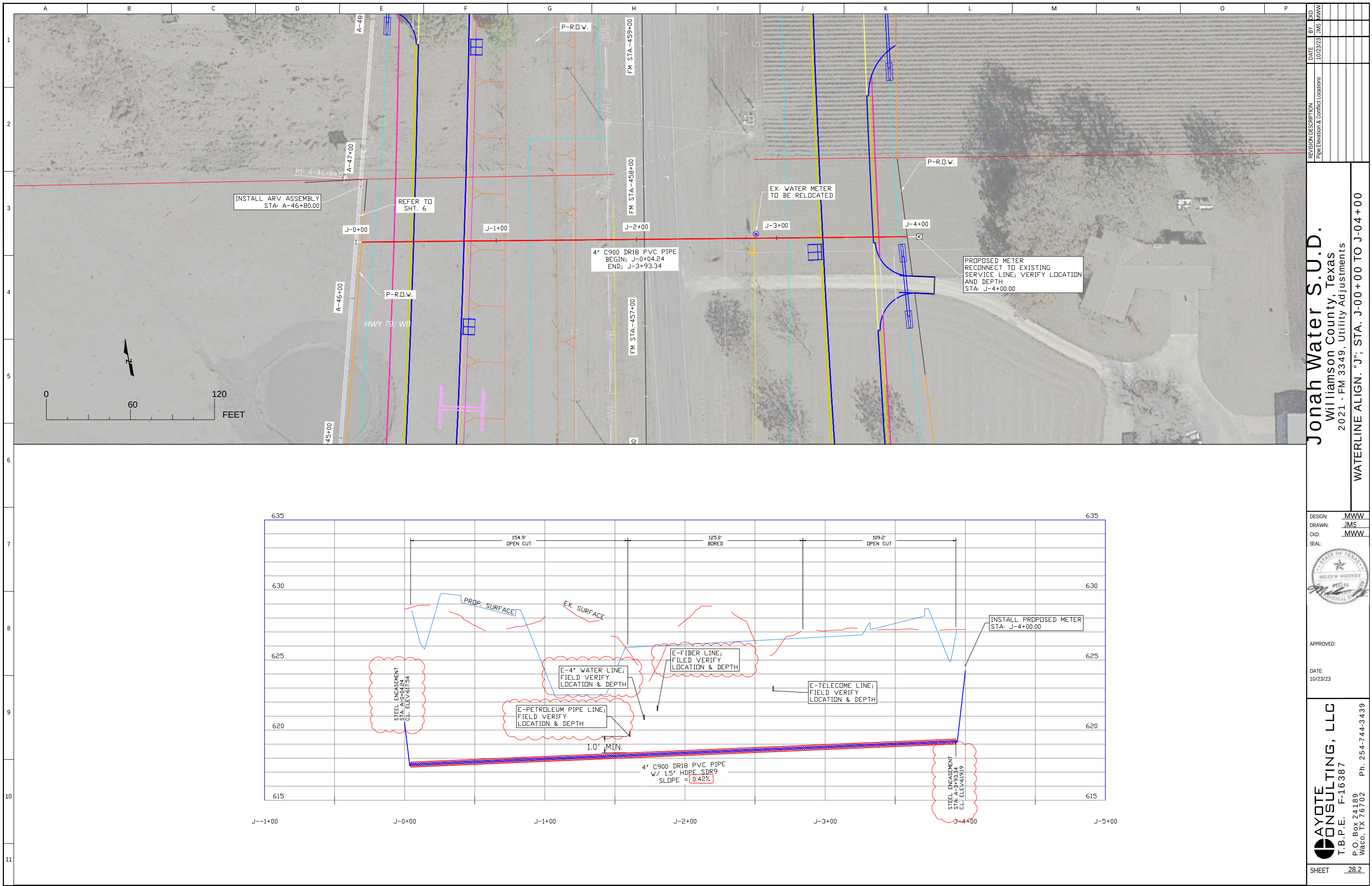
DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE: 7/31/23

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 6



NO	BY	DATE	REVISION DESCRIPTION	Type Elevation & Conflict Locations	JMS	MWW
Jonah Water S.U.D. Williamson County, Texas 2021 - FM 3349, Utility Adjustments WATERLINE ALIGN. "J"; STA. J-00+00 TO J-04+00						
DESIGN:	MWW					
DRAWN:	JMS					
CKD:	MWW					
SEAL:						
APPROVED:						
DATE:	10/23/23					
AYOTE CONSULTING, LLC T.B.P.E. F-16387 P.O. Box 24189 Waco, TX 76702 Ph. 254-744-3439						
SHEET	28.2					

Commissioners Court - Regular Session**50.****Meeting Date:** 01/30/2024

22IFB57 CR 401 Reconstruction Change Order #7 (Interim Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$137,831.49 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390 Funding Source: Road Bond.

Background

This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds items to the Contract to comply with additional UPRR requirements introduced after the bid opening, for work within UPRR ROW. See attached Change Order for details.

This Change Order results in a net increase of \$137,831.49 to the Contract amount, for an adjusted Contract total of \$14,041,894.83. The original Contract amount was \$12,673,200.94. As a result of this and all Change Orders to-date, \$1,368,693.89 has been added to the Contract, resulting in a 10.80% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB57 - CR 401 Reconstruction CO#7

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:38 AM

Started On: 01/24/2024 02:43 PM

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 7

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. 139+10.75 to Sta. 205+27.24
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>22IFB57</u>
Roadway:	<u>CR 401</u>
CSJ Number:	<u>N/A</u>

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i> THE CONTRACTOR Date <u>1-19-24</u> By <u>[Signature]</u> Typed/Printed Name <u>Joey Williams</u> Typed/Printed Title <u>Division Manager</u>	The following information must be provided Time Ext. #: <u>0</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>\$137,831.49</u>
--	---

RECOMMENDED FOR EXECUTION:

[Signature] 1/22/2024
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 1/24/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 22IFB57

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	\$160.79	1,382.00	\$222,211.78	(416.48)	965.52	\$155,245.96	(\$66,965.82)
260-6009	LIME TRT (EXST MATL)(10")	SY	\$4.54	61,164.00	\$277,684.56	(14,082.00)	47,082.00	\$213,752.28	(\$63,932.28)
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	\$3.84	13,286.00	\$51,018.24	(1,371.00)	11,915.00	\$45,753.60	(\$5,264.64)
460-6002	CMP (GAL STL 18 IN)	LF	\$121.25	45.00	\$5,456.25	(45.00)	0.00	\$0.00	(\$5,456.25)
466-6150	WINGWALL (FW - 0) (HW=3FT)	EA	\$8,491.16	2.00	\$16,982.32	(1.00)	1.00	\$8,491.16	(\$8,491.16)
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	\$47.00	1,100.00	\$51,700.00	(960.00)	140.00	\$6,580.00	(\$45,120.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$40.00	1,100.00	\$44,000.00	(960.00)	140.00	\$5,600.00	(\$38,400.00)
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LF	\$34.48	2,840.00	\$97,923.20	(290.00)	2,550.00	\$87,924.00	(\$9,999.20)
512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	\$5.18	1,100.00	\$5,698.00	(1,040.00)	60.00	\$310.80	(\$5,387.20)
512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	\$5.26	200.00	\$1,052.00	(160.00)	40.00	\$210.40	(\$841.60)
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LF	\$8.18	2,840.00	\$23,231.20	(290.00)	2,550.00	\$20,859.00	(\$2,372.20)
530-6005	DRIVEWAYS (ACP)	SY	\$51.31	1,356.00	\$69,576.36	(166.00)	1,190.00	\$61,058.90	(\$8,517.46)
552-6001	WIRE FENCE (TY A)	LF	\$9.41	4,430.00	\$41,686.30	(237.00)	4,193.00	\$39,456.13	(\$2,230.17)
624-6002	GROUND BOX TY A (122311)W/APRON	EA	\$1,244.30	3.00	\$3,732.90	(3.00)	0.00	\$0.00	(\$3,732.90)
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$9.79	1,095.00	\$10,720.05	(613.00)	482.00	\$4,718.78	(\$6,001.27)
999-WC02	FORCE ACCOUNT - WATERLINE	DOL	\$1.00	91,198.35	\$91,198.35	38,801.65	130,000.00	\$130,000.00	\$38,801.65
644-6061	IN SM RD SN SUP&AM TY TWT (1) WS (T)	EA	\$495.00	0.00	\$0.00	2.00	2.00	\$990.00	\$990.00
999-WC09	UPRR - RAILPROS FLAGGING OPERATION	DOL	\$1.00	0.00	\$0.00	203,634.00	203,634.00	\$203,634.00	\$203,634.00
999-WC10	UPRR - ARIAS WATER LINE TUNNEL	DOL	\$1.00	0.00	\$0.00	14,927.50	14,927.50	\$14,927.50	\$14,927.50
999-WC11	UPRR - SEXTON (STANDBY AND SHORING RENTAL)	DOL	\$1.00	0.00	\$0.00	85,050.00	85,050.00	\$85,050.00	\$85,050.00
TOTALS					\$1,013,871.51			\$1,084,562.51	\$70,691.00

WILLIAMSON COUNTY, TEXASCHANGE ORDER NUMBER: 7Project # 22IFB57

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC12	UPRR - FLASHER TRAFFIC CONTROL	DOL	\$1.00	0.00	\$0.00	4,518.09	4,518.09	\$4,518.09	\$4,518.09
999-WC13	UPRR - TEXAS MATERIALS RR CROSSING	DOL	\$1.00	0.00	\$0.00	14,845.01	14,845.01	\$14,845.01	\$14,845.01
999-WC14	UPRR - SAM SURVEY	DOL	\$1.00	0.00	\$0.00	46,003.40	46,003.40	\$46,003.40	\$46,003.40
999-WC15	FLASHER - MOBILIZATION	DOL	\$1.00	0.00	\$0.00	1,773.99	1,773.99	\$1,773.99	\$1,773.99
The "Totals" from Table B of the previous work sheet:					\$1,013,871.51			\$1,084,562.51	\$70,691.00
TOTALS					\$1,013,871.51			\$1,151,703.00	\$137,831.49

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 401 Reconstruction
Williamson County Project No. 22IFB57**

Change Order No. 7

Reason for Change

This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW, per requirements.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
644-6061	IN SM RD SN SUP&AM TY TWT (1) WS (T)	2.0	EA
999-WC09	UPRR - RAILPROS FLAGGING OPERATION	203,634.00	DOL
999-WC10	UPRR - ARIAS WATER LINE TUNNEL	14,927.50	DOL
999-WC11	UPRR - SEXTON (STANDBY AND SHORING RENTAL)	85,050.00	DOL
999-WC12	UPRR - FLASHER TRAFFIC CONTROL	4,518.09	DOL
999-WC13	UPRR - TEXAS MATERIALS RR CROSSING	14,845.01	DOL
999-WC14	UPRR - SAM SURVEY	46,003.40	DOL
999-WC15	FLASHER - MOBILIZATION	1,773.99	DOL

This Change Order results in a net increase of \$137,831.49 to the Contract amount, for an adjusted Contract total of \$14,041,894.83. The original Contract amount was \$12,673,200.94. As a result of this and all Change Orders to-date, \$1,368,693.89 has been added to the Contract, resulting in a 10.80% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Item 644-061



Main Office:
5827 W. US HWY 90
San Antonio, Tx 78227
Phone: 210-736-4251
Fax: 210-736-2084
www.flasherequipment.com

75 County Road 372
Jarrell, TX 76537
Phone: (512) 746-4441
Fx: (512) 746-4444

PROJECT: WILLIAMSON CR 401 RECONSTRUCTION AND EXTENSION
WILCO PROJ. NUMBER 22IFB57
DATE: 12/19/2023
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 18343F

SIGNAGE

ITEM	Description	Unit	Qty.	Price	Amount
6446061	IN SM RD SN SUP&AM TY TWT (1) WS (T)	EA	2	\$495.00	\$990.00

* IF QUANTITY DESCREPENCIES EXIST BETWEEN THE ENGINEERS BID ESTIMATE,
THIS PROPOSAL OR THE PLAN SHEETS, THE FINAL INSTALLED QUANTITIES
SHALL GOVERN INVOICING.

* REMOVAL OF EXISTING SMALL ROAD SIDE SIGNS IS EXCLUDED.

TOTAL \$990.00

NOTES AND EXCLUSIONS

This was for the sign post change on
double arrow & bridge may ice signs.

SIGNAGE

- * Contractor shall have top soil to finished grade prior to scheduling installations.
- * Contrator shall assist in locating any utilites that may conflict with sign installations.
- * Pricing excludes coring of concrete or asphalt to set signs.
- * Pricing is based on 1 move in, each additional will be \$950.00.
- * Pricing is based on standard TXDOT triangular slip base and wedge and socket mounts.
- * Any items not specifically noted will be additional.

GENERAL

- * FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- * **BILLING FOR THE PROJECT WILL BE FOR THE TERM ITEMS ARE ON SITE, REGARDLESS OF PAYMENT FROM OWNER.**
- * PRICES DO NOT INCLUDE TAX.
- * **PRICES QUOTED ARE GOOD FOR 30 DAYS.**
- * Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- * **IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.**
- * **FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.**

SUBMITTED

AMY CRAIG-JARAMILLO / ESTIMATOR

ACCEPTED:

Name

Title

Date

Job/PO#

Item 999-WC09



INVOICE

Remit To:
1320 Greenway Dr #490
Irving, TX 75038
Phone: (682) 223-6897
accounting.fs@railpros.com

Invoice To
JAMES CONSTRUCTION GROUP, LLC

1760 S Stemmons Freeway
STE #300
Lewisville, TX 75067

Location: Taylor, TX

Period: Services from 04/10/2023 through 04/15/2023

Description: Taylor, TX -- Austin Sub -- MP: 147.37 -- PLX --
3315-32

Total Due : \$11,786.00

Invoice Number : JC4101320230430
Invoice Date : 03 May 2023
PO Number :
WO Number :
Task Order Number : 41013-F

DESCRIPTION	QUANTITY	RATE	AMOUNT
Kenneth Geary			
Standard shift (Days)	5.00	\$1,018.00	\$5,090.00
Overtime hours (Hours)	25.00	\$135.00	\$3,375.00
Weekend shift (Days)	1.00	\$1,285.00	\$1,285.00
Merl Hayes			
Standard shift (Days)	2.00	\$1,018.00	\$2,036.00

TOTAL: \$11,786.00

Thank you for your business!

Terms: Due on receipt



RailPros Field Services, Inc.
1320 Greenway Drive
Suite 490
Irving TX 75038
United States

Item 999-WC09

Invoice

Invoice #: JCTT2304

Invoice Date: 5/10/2023

Bill To

AccountsPayable@prim.com
James Construction Group, LLC
1760 S Stemmons Fwy Ste 300
Lewisville TX 75067-6413
United States

TOTAL

\$19,300.00

Project	Terms	Due Date	PO #
3315-32U James Construction Group - Taylor, TX - 3315-32	Net 30	6/9/2023	HBC Job # 2211

Quantity	Item	Rate	Amount
8	Utility Observation - Surcharge	\$200.00	\$1,600.00
2	Utility Observation - Mobilization	\$1,000.00	\$2,000.00
6	Utility Observation - Weekdays	\$1,400.00	\$8,400.00
14.5	Utility Observation - Weekday Overtime	\$200.00	\$2,900.00
2	Utility Observation - Nights & Weekend	\$1,400.00	\$2,800.00
8	Utility Observation - Nights & Weekends Overtime	\$200.00	\$1,600.00

Subtotal	\$19,300.00
Tax Total (%)	\$0.00
Total	\$19,300.00



JCTT2304

Item: 999-WC09



INVOICE

Remit To:
1320 Greenway Dr #490
Irving, TX 75038
Phone: (682) 223-6897
accounting.fs@railpros.com

Invoice To
JAMES CONSTRUCTION GROUP, LLC

1760 S Stemmons Freeway
STE #300
Lewisville, TX 75067

Location: Taylor, TX

Period: Services from 09/11/2023 through 09/30/2023

Description: ***UTILITIES*** Taylor, TX -- Austin Sub -- MP:
147.37 -- PLX -- 3315-32

Total Due : \$41,194.50

Invoice Number : JC4101320230930
Invoice Date : 05 Oct 2023
PO Number :
WO Number :
Task Order Number : 41013-F

DESCRIPTION	QUANTITY	RATE	AMOUNT
-------------	----------	------	--------

Alfonso Gomes

Night shift (Days)	2.00	\$1,285.00	\$2,570.00
--------------------	------	------------	------------

Night overtime hours (Hours)	9.00	\$154.00	\$1,386.00
------------------------------	------	----------	------------

Weekend shift (Days)	1.00	\$1,285.00	\$1,285.00
----------------------	------	------------	------------

Weekend overtime hours (Hours)	4.50	\$154.00	\$693.00
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Michael Gonzales

Standard shift (Days)	15.00	\$1,018.00	\$15,270.00
-----------------------	-------	------------	-------------

Overtime hours (Hours)	53.50	\$135.00	\$7,222.50
------------------------	-------	----------	------------

Weekend shift (Days)	4.00	\$1,285.00	\$5,140.00
----------------------	------	------------	------------

Weekend overtime hours (Hours)	11.00	\$154.00	\$1,694.00
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Item: 999-WC09

DESCRIPTION	QUANTITY	RATE	AMOUNT
Michael Jolesch			
Night shift (Days)	3.00	\$1,285.00	\$3,855.00
Night overtime hours (Hours)	13.50	\$154.00	\$2,079.00

TOTAL: \$41,194.50

Thank you for your business!
Terms: Due on receipt



RailPros Field Services, Inc.
1320 Greenway Drive
Suite 490
Irving TX 75038
United States

Invoice

Invoice #: JCTX2310

Invoice Date: 11/6/2023

Bill To

AccountsPayable@prim.com
James Construction Group, LLC
1760 S Stemmons Fwy Ste 300
Lewisville TX 75067-6413
United States

TOTAL**\$25,000.00**

Project	Terms	Due Date	PO #
3315-32U James Construction Group - Taylor, TX - 3315-32	Net 30	12/6/2023	

Quantity	Item	Rate	Amount
13	Utility Observation - Surcharge	\$200.00	\$2,600.00
10	Utility Observation - Weekdays	\$1,400.00	\$14,000.00
16.5	Utility Observation - Weekday Overtime	\$200.00	\$3,300.00
3	Utility Observation - Nights & Weekend	\$1,400.00	\$4,200.00
4.5	Utility Observation - Nights & Weekends Overtime	\$200.00	\$900.00

Subtotal	\$25,000.00
Tax Total (%)	\$0.00
Total	\$25,000.00



JCTX2310

**RAILPROS**

INVOICE

Remit To:

1320 Greenway Dr #490

Irving, TX 75038

Phone: (682) 223-6897

accounting.fs@railpros.com

Invoice To

JAMES CONSTRUCTION GROUP, LLC

1760 S Stemmons Freeway

STE #300

Lewisville, TX 75067

Location: Taylor, TX**Period:** Services from 10/01/2023 through 10/20/2023**Description:** ***UTILITIES*** Taylor, TX -- Austin Sub -- MP:
147.37 -- PLX -- 3315-32**Total Due : \$26,822.00****Invoice Number** : JC4101320231031**Invoice Date** : 06 Nov 2023**PO Number** :**WO Number** :**Task Order Number** : 41013-F**DESCRIPTION****QUANTITY****RATE****AMOUNT**

Michael Gonzales

Standard shift (Days)

15.00

\$1,018.00

\$15,270.00

Weekend shift (Days)

5.00

\$1,285.00

\$6,425.00

Weekend overtime hours (Hours)

10.50

\$154.00

\$1,617.00

Overtime hours (Hours)

26.00

\$135.00

\$3,510.00

TOTAL: \$26,822.00

Thank you for your business!

Terms: Due on receipt



RailPros Field Services, Inc.
1320 Greenway Drive
Suite 490
Irving TX 75038
United States

Invoice

Invoice #: JCGL2309

Invoice Date: 10/5/2023

Bill To

AccountsPayable@prim.com
James Construction Group, LLC
1760 S Stemmons Fwy Ste 300
Lewisville TX 75067-6413
United States

TOTAL

\$59,600.00

Project	Terms	Due Date	PO #
3315-32U James Construction Group - Taylor, TX - 3315-32	Net 30	11/4/2023	

Quantity	Item	Rate	Amount
26	Utility Observation - Surcharge	\$200.00	\$5,200.00
2	Utility Observation - Mobilization	\$1,000.00	\$2,000.00
20	Utility Observation - Weekdays	\$1,400.00	\$28,000.00
61.5	Utility Observation - Weekday Overtime	\$200.00	\$12,300.00
6	Utility Observation - Nights & Weekend	\$1,400.00	\$8,400.00
18.5	Utility Observation - Nights & Weekends Overtime	\$200.00	\$3,700.00

Subtotal	\$59,600.00
Tax Total (%)	\$0.00
Total	\$59,600.00



JCGL2309



INVOICE

Remit To:
1320 Greenway Dr #490
Irving, TX 75038
Phone: (682) 223-6897
accounting.fs@railpros.com

Invoice To
JAMES CONSTRUCTION GROUP, LLC

1760 S Stemmons Freeway
STE #300
Lewisville, TX 75067

Location: Taylor, TX

Period: Services from 11/13/2023 through 11/30/2023

Description: Taylor, TX -- Austin Sub -- MP: 147.38 -- At-grade --
DOT 978436E -- Project No.: 0777592

Total Due : \$19,931.50

Invoice Number : JC4232320231130
Invoice Date : 05 Dec 2023
PO Number :
WO Number :
Task Order Number : 42323-F

DESCRIPTION	QUANTITY	RATE	AMOUNT
John Seig			
Standard shift (Days)	12.00	\$1,018.00	\$12,216.00
Overtime hours (Hours)	42.50	\$135.00	\$5,737.50
Weekend shift (Days)	1.00	\$1,285.00	\$1,285.00
Weekend overtime hours (Hours)	4.50	\$154.00	\$693.00

TOTAL: \$19,931.50

Thank you for your business!

Terms: Due on receipt



Arias & Associates, Inc.
142 Chula Vista Dr.
San Antonio, Texas 78232
Phone: (210) 308-5884 Fax: (210) 308-5886
www.ariasinc.com

Item 999-WC10

Invoice #20231575

Due on Receipt

Invoice ID: 20231575

05/31/2023

Job: 2023-395: CR 401 Reconstruction - Water Line Tunnel

Bill To

Mr. Jeff Hall
Primoris Services Corporation
5880 W. US190
Belton, Texas 76502

Billing Period: 04/26/2023 to 06/05/2023

Service Date	Service	Qty	Price	Total
05/31/2023	Lump Sum	1	14927.50	14927.50

Invoice Total: \$ 14,927.50

Contract Amount: \$ 14,927.50

Contract Percent Billed: 100.00 %

This invoice is Due on Receipt.

Manager

John S. Landwermeyer, P.E.
Managing Principal, Austin Operations
jlandwermeyer@ariasinc.com
(512) 940-2598 [Work Mobile]

Thank you for your business and prompt payment!
"Getting Better All The Time"

Item 999-WC11

James Construction Group

Force Account - UPRR Delays - Standby & Demob

Date: 7/28/2023
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: Force Account - UPRR Delays
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 76,282.50

Narrative: Costs incurred by JCG & Subcontractor for Mobilization, Demobilization, & Standby due to the UPRR delays as part of the ongoing discussions related to the 36" Jack or Bore operation proposed underneath the railroad crossing at STA 182+50. Charges for trench plate rentals are ongoing as they are still in place to stabilize the bore pit excavation. This request for compensation does not include any plate rentals beyond 8/20/2023, nor does it include any costs for remobilization once UPRR grants the approval to proceed.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
							\$ -
							\$ -
							Subtotal \$ -
							Total Labor \$ -

Equipment		QTY	UM	Rate	Extended
					\$ -
					\$ -
					Total Equipment \$ -

Subcontractors		QTY	UM	Price	Extended
Sexton - Inv. 7636 - Mob/Demob/Standby - Sexton & Bore Sub		1.00	LS	\$ 47,600.00	\$ 47,600.00
Sexton - Inv. 7683 - Sexton Trench Plate Rentals		1.00	LS	\$ 8,350.00	\$ 8,350.00
Sexton - Inv. 7722 - Sexton Trench Plate Rentals		1.00	LS	\$ 8,350.00	\$ 8,350.00
Sexton - Inv. 7759 - Sexton Trench Plate Rentals		1.00	LS	\$ 8,350.00	\$ 8,350.00
					\$ -
					Total Subcontract \$ 72,650.00

Material		QTY	UM	Price	Extended
					\$ -
					\$ -
					Total Material \$ -

Miscellaneous		QTY	UM	Price	Extended
					\$ -
					\$ -
					Total Miscellaneous \$ -

SUBTOTAL (no Misc)	\$ 72,650.00
5% MARKUP	\$ 3,632.50
TOTAL	\$ 76,282.50

UNIT PRICE (TOTAL COST/EST. QTY) \$ 76,282.50

Sexton, Inc.
 2472 Washburn Road
 Luling, TX 78648
 sextoninc@outlook.com
 830-875-3931

Item 999-WC11

Invoice

Date	Invoice #
4/27/2023	7636

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Justin Ashorn			Net 45	CR 401
Quantity	Description	Price Each	Amount	
1	Boring Crew Mobilization/Demobilization	10,000.00	10,000.00	
50	Hours Boring Crew 365 Excavator Standby (4/10-12/2023 bore crew waiting on casing pipe thickness and 4/13-14/2023 on standby)	114.00	5,700.00	
50	Hours Boring Crew Bore Machine Standby (4/10-12/2023 bore crew waiting on casing pipe thickness and 4/13-14/2023 on standby)	114.00	5,700.00	
2	Trench Box & Road Plate Rentals (3/29/23 - 4/28/23) & (4/29/2023 - 5/28/2023)	8,350.00	16,700.00	
1	Sexton, Inc. Mobilization/Demobilization (2 excavators, 1 backhoe & 2 skidsteers)	9,500.00	9,500.00	
2	Days of Concrete Crew Mobilization/Demobilization for Meter Station (3/21/2023) & (3/28/2023)	1,410.00	2,820.00	
Last item on this invoice does not pertain to UPRR bore. -Justin Ashorn, JCG				
Invoices not paid within 30 days of invoice date may have a 1.5% per month service charge applied.			Total \$50,420.00	

Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Item 999-WC11

Invoice

Date	Invoice #
5/31/2023	7683

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Justin Ashorn			Net 45	CR 401
Quantity	Description		Price Each	Amount
1	Trench Box & Road Plate Rentals (5/29/2023-6/23/2023) Trench Box & Road Plates for Railroad Bore on Standby		8,350.00	8,350.00

Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Item 999-WC11

Invoice

Date	Invoice #
6/28/2023	7722

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Justin Ashorn			Net 45	CR 401
Quantity	Description		Price Each	Amount
1	Trench Box & Road Plate Rentals (6/24/2023-7/20/2023) Trench Box & Road Plates for Railroad Bore on Standby		8,350.00	8,350.00

Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Item 999-WC11

Invoice

Date	Invoice #
7/27/2023	7759

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Justin Ashorn			Net 45	CR 401
Quantity	Description		Price Each	Amount
1	Trench Box & Road Plate Rentals (7/21/2023- 8/20/2023) Trench Box & Road Plates for Railroad Bore on Standby		8,350.00	8,350.00
Invoices not paid within 30 days of invoice date may have a 1.5% per month service charge applied.			Total \$8,350.00	

UNIT PRICE (TOTAL COST/EST. QTY)	\$	8,767.50
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Sexton, Inc.
2472 Washburn Road
Luling, TX 78648
sextoninc@outlook.com
830-875-3931

Invoice

Date	Invoice #
8/29/2023	7795

Bill To
James Construction Group, LLC 5880 West US Hwy. 190 Belton, Texas 76513

Contact	P.O. Number	Direct Pay Number	Terms	Job Name/Location
Justin Ashorn			Net 45	CR 401
Quantity	Description		Price Each	Amount
1	Trench Box & Road Plate Rentals (8/21/23-9/20/23) Trench Box & Road Plates for Railroad Bore on Standby		8,350.00	8,350.00

Item 999-WC12

James Construction Group

Force Account - UPRR Delays - Standby & Demob

Date: 8/31/2023
CO Pricing Good For: 45 days
Description: Force Account - UPRR Delays
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 4,518.09

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Narrative: Costs incurred by JCG to provide traffic control & signage due to the UPRR crossing panel construction that took place over the weekend of August 4, 2023.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended	
							\$ -	
							\$ -	
							Subtotal	\$ -
							Total Labor	\$ -
Equipment				QTY	UM	Rate	Extended	
							\$ -	
							Total Equipment	\$ -
Subcontractors				QTY	UM	Price	Extended	
Flasher - 18343F				1.00	LS	\$ 4,302.94	\$ 4,302.94	
							\$ -	
							Total Subcontract	\$ 4,302.94
Material				QTY	UM	Price	Extended	
							\$ -	
							\$ -	
							Total Material	\$ -
Miscellaneous				QTY	UM	Price	Extended	
							\$ -	
							\$ -	
							Total Miscellaneous	\$ -
							SUBTOTAL (no Misc)	\$ 4,302.94
							5% MARKUP	\$ 215.15
							TOTAL	\$ 4,518.09
UNIT PRICE (TOTAL COST/EST. QTY)							\$	4,518.09

Item 999-WC13

James Construction Group

Force Account - R&R Asphalt @ RR Crossing

Date: 9/28/2023
CO Pricing Good For: 45 days

Project: CR 401
Control: 22IFB57

County: Williamson
Highway: CR 401

Description: Force Account - R&R Asphalt @ RR Crossing

Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 14,845.01

Narrative: Costs incurred by JCG & Subcontractor for to Remove & Replace Asphalt on existing RR crossover after UPRR team came to replace the crossing panels. Work was directed by UPRR/HNTB to be paid via FA.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
							\$ -
							\$ -
							Subtotal \$ -
							Total Labor \$ -
Equipment		QTY	UM	Rate	Extended		
					\$ -		-
							Total Equipment \$ -
Subcontractors		QTY	UM	Price	Extended		
Texas Matl - Force Account 8/06/2023		1.00	LS	\$ 14,138.10	\$ 14,138.10		
							Total Subcontract \$ 14,138.10
Material		QTY	UM	Price	Extended		
					\$ -		-
							Total Material \$ -
Miscellaneous		QTY	UM	Price	Extended		
					\$ -		-
							Total Miscellaneous \$ -
							SUBTOTAL (no Misc) \$ 14,138.10
							5% MARKUP \$ 706.91
							TOTAL \$ 14,845.01

UNIT PRICE (TOTAL COST/EST. QTY) \$ 14,845.01



Item 999-WC14

Attention: Jeff Hall
James Construction
accountspayable@prim.com
P. O. Box 90022
Baton Rouge, LA 70879
United States

Invoice : 201176835
Invoice Date : 5/15/2023
Project : 1023076198
Project Name : JC CR401 3315-32 Taylor

For Professional Services Rendered Through 4/29/2023

Project Number 22IFB57
Agreement, No. 10881-GSA03
Item 999WC03 - Phase Code 0598-2702-000
accountspayable@prim.com

	Fee	% Complete	Billings		
			To Date	Previous	Current
020009 - Baselines	2,800.00	80.00	2,240.00	0.00	2,240.00
020010 - Daily Monitoring	17,150.00	12.14	2,082.35	0.00	2,082.35
Current Billings					4,322.35
Amount Due This Bill					4,322.35



Item 999-WC14

Attention: Jeff Hall
James Construction
accountspayable@prim.com
P. O. Box 90022
Baton Rouge, LA 70879
United States

Invoice : 201190616
Invoice Date : 9/29/2023
Project : 1023076198
Project Name : JC CR401 3315-32 Taylor

For Professional Services Rendered Through 9/23/2023

Project Number 22IFB57
Agreement, No. 10881-GSA03
Item 999WC03 - Phase Code 0598-2702-000
Jeffrey Hall <jeff.hall@prim.com>
Justin Ashorn <jashorn@prim.com>

	Fee	% Complete	Billings		
			To Date	Previous	Current
020009 - Baselines	2,800.00	100.00	2,800.00	2,240.00	560.00
020010 - Daily Monitoring	17,150.00	100.00	17,150.00	2,082.35	15,067.65
					Current
					Billings
020011 - Additional Services dates exceeded					5,237.85
Rate Labor	4,457.50				
Unit Rate Expense	780.35				

Current Billings	20,865.50
Amount Due This Bill	20,865.50

020011 - Additional Services dates exceeded

Labor				
Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
Field Coordinator				
Bret Fischer	9/23/2023	0.50	115.0000	57.50
Two (2) Person Survey Field Crew				
Adam Tello, Charles Napper	9/23/2023	8.75	160.0000	1,400.00
Allen Molina-Salgado, Charles Napper	9/22/2023	9.25	160.0000	1,480.00
Spencer Mizell, Charles Napper	9/21/2023	9.50	160.0000	1,520.00
Total Rate Labor				4,457.50
Total Labor				4,457.50
Expense				
Unit Rate Expenses				
Account / Unit / Equipment / Vendor	Quantity		Rate	Amount
GPS Equipment Cost				
Robotic Total Station S-7				
Surveying And Mapping, LLC	29.00		13.2500	384.25
Project Travel - Other				
Mileage Charge - Field				
Surveying And Mapping, LLC	466.00		0.8500	396.10
Total Unit Rate Expenses				780.35
Total Expense				780.35
Total Bill Task: 020011 - Additional Services dates exceeded				5,237.85

Total Project: 1023076198 - JC CR401 3315-32 Taylor

5,237.85

Surveying And Mapping, LLC
Expense Report

	Mileage	466.00	0.850	396.10
	Robotic Total Station	29.00	13.25	384.25
			Total	\$780.35

Date	Name	GPS	Robotic Total Station	Mileage Out	Mileage In	Mileage
09/18/2023	Charles Napper		4.00	27336	27382	46
09/19/2023	Charles Napper		6.00	27645	27736	91
09/19/2023	Saul Revuelta		1.00	25515	25570	55
09/20/2023	Charles Napper		5.00	27842	27892	50
09/21/2023	Charles Napper		4.00	28005	28055	50
09/22/2023	Charles Napper		5.00	28157	28216	59
09/23/2023	Charles Napper		4.00	28261	28376	115
		0.00	29.00			466



Item: 999-WC14

Attention: Jeff Hall
James Construction
accountspayable@prim.com
P. O. Box 90022
Baton Rouge, LA 70879
United States

Invoice : 201192087
Invoice Date : 10/11/2023
Project : 1023076198
Project Name : JC CR401 3315-32 Taylor

For Professional Services Rendered Through 9/30/2023

Project Number 22IFB57
Agreement, No. 10881-GSA03
Item 999WC03 - Phase Code 0598-2702-000
Jeffrey Hall <jeff.hall@prim.com>
Justin Ashorn <jashorn@prim.com>

	Fee	% Complete	Billings		
			To Date	Previous	Current
020009 - Baselines	2,800.00	100.00	2,800.00	2,800.00	0.00
020010 - Daily Monitoring	17,150.00	100.00	17,150.00	17,150.00	0.00
					Current
					Billings
020011 - Additional Services dates exceeded					5,041.90
Rate Labor	4,712.50				
Unit Rate Expense	329.40				

Current Billings	5,041.90
Amount Due This Bill	5,041.90

020011 - Additional Services dates exceeded

Item: 999-WC14

Labor				
Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
Field Coordinator				
Bret Fischer	9/30/2023	0.50	115.0000	57.50
Principal/Department Manager				
Oliver Pollard	9/28/2023	0.25	270.0000	67.50
Senior Project Manager				
Michelle Powell	9/25/2023	0.50	235.0000	117.50
	9/26/2023	0.50	235.0000	117.50
	9/27/2023	0.50	235.0000	117.50
	9/28/2023	0.50	235.0000	117.50
	9/29/2023	0.50	235.0000	117.50
		-----		-----
Total Michelle Powell		2.50		587.50
Task Manager				
Christian L Hamilton	9/24/2023	1.25	140.0000	175.00
	9/25/2023	2.50	140.0000	350.00
	9/26/2023	1.00	140.0000	140.00
	9/27/2023	1.00	140.0000	140.00
	9/28/2023	0.75	140.0000	105.00
	9/29/2023	1.00	140.0000	140.00
	9/30/2023	0.50	140.0000	70.00
		-----		-----
Total Christian L Hamilton		8.00		1,120.00
Two (2) Person Survey Field Crew				
Allen Molina-Salgado, Saul Revuelta	9/30/2023	5.00	160.0000	800.00
Jacob Fisher, Charles Napper	9/28/2023	2.00	160.0000	320.00
	9/29/2023	2.50	160.0000	400.00
		-----		-----
Total Jacob Fisher, Charles Napper		4.50		720.00
Spencer Mizell, Charles Napper	9/25/2023	3.00	160.0000	480.00
	9/26/2023	2.50	160.0000	400.00
	9/27/2023	3.00	160.0000	480.00
		-----		-----
Total Spencer Mizell, Charles Napper		8.50		1,360.00
Total Rate Labor				4,712.50
Total Labor				4,712.50
Expense				
Unit Rate Expenses				
Account / Unit / Equipment / Vendor	Quantity		Rate	Amount
GPS Equipment Cost				
Robotic Total Station S-7				
Surveying And Mapping, LLC	6.00		13.2500	79.50
Project Travel - Other				
Mileage Charge - Field				
Surveying And Mapping, LLC	294.00		0.8500	249.90
Total Unit Rate Expenses				329.40
Total Expense				329.40
Total Bill Task: 020011 - Additional Services dates exceeded				5,041.90

Total Project: 1023076198 - JC CR401 3315-32 Taylor

Item: 999-WC14

5,041.90

**Surveying And Mapping, LLC
Expense Report**

		Mileage	294.00	0.850	249.90
		Robotic Total Station	6.00	13.25	79.50
				Total	\$329.40

Date	Name	Robotic Total		Mileage Out	Mileage In	Mileage
		GPS	Station			
09/25/2023	Charles Napper		1.00	28421	28467	46
09/26/2023	Charles Napper		1.00	28672	28719	47
09/27/2023	Charles Napper		1.00	28828	28874	46
09/28/2023	Charles Napper		1.00	29045	29052	7
09/29/2023	Charles Napper		1.00	29145	29191	46
09/30/2023	Saul Revuelta		1.00	26884	26986	102
		0.00	6.00			294



Item 999-WC14

Attention: Jeff Hall
James Construction
accountspayable@prim.com
P. O. Box 90022
Baton Rouge, LA 70879
United States

Invoice : 201195287
Invoice Date : 11/7/2023
Project : 1023076198
Project Name : JC CR401 3315-32 Taylor

For Professional Services Rendered Through 10/28/2023

Project Number 22IFB57
Agreement, No. 10881-GSA03
Item 999WC03 - Phase Code 0598-2702-000
Jeffrey Hall <jeff.hall@prim.com>
Justin Ashorn <jashorn@prim.com>

	Fee	% Complete	Billings		
			To Date	Previous	Current
020009 - Baselines	2,800.00	100.00	2,800.00	2,800.00	0.00
020010 - Daily Monitoring	17,150.00	100.00	17,150.00	17,150.00	0.00
					Current
					Billings
020011 - Additional Services dates exceeded					15,773.65
Rate Labor	14,430.00				
Unit Rate Expense	1,343.65				

Current Billings	<u>15,773.65</u>
Amount Due This Bill	15,773.65

020011 - Additional Services dates exceeded

Item 999-WC14

Labor				
Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
Field Coordinator				
Bret Fischer				
	10/1/2023	0.25	115.0000	28.75
	10/5/2023	0.25	115.0000	28.75
	10/7/2023	0.50	115.0000	57.50
	10/8/2023	0.50	115.0000	57.50
	10/14/2023	0.50	115.0000	57.50
	10/15/2023	0.50	115.0000	57.50
		-----		-----
		2.50		287.50
Total Bret Fischer				
Principal/Department Manager				
Oliver Pollard	10/20/2023	0.50	270.0000	135.00
Senior Project Manager				
Michelle Powell				
	10/9/2023	0.50	235.0000	117.50
	10/10/2023	0.50	235.0000	117.50
	10/11/2023	0.50	235.0000	117.50
	10/12/2023	0.50	235.0000	117.50
	10/13/2023	0.50	235.0000	117.50
	10/16/2023	0.50	235.0000	117.50
	10/17/2023	0.50	235.0000	117.50
	10/18/2023	0.50	235.0000	117.50
	10/19/2023	0.50	235.0000	117.50
	10/20/2023	0.50	235.0000	117.50
		-----		-----
		5.00		1,175.00
Total Michelle Powell				
Survey Technician				
Anthony Escalera	10/7/2023	1.50	95.0000	142.50
Task Manager				
Christian L Hamilton				
	10/1/2023	0.75	140.0000	105.00
	10/2/2023	0.75	140.0000	105.00
	10/3/2023	0.75	140.0000	105.00
	10/4/2023	0.75	140.0000	105.00
	10/5/2023	0.75	140.0000	105.00
	10/6/2023	0.75	140.0000	105.00
	10/7/2023	0.75	140.0000	105.00
	10/8/2023	0.75	140.0000	105.00
	10/9/2023	0.75	140.0000	105.00
	10/10/2023	0.75	140.0000	105.00
	10/11/2023	0.75	140.0000	105.00
	10/12/2023	0.75	140.0000	105.00
	10/13/2023	0.75	140.0000	105.00
	10/14/2023	0.75	140.0000	105.00
	10/16/2023	0.75	140.0000	105.00
	10/17/2023	0.75	140.0000	105.00
	10/18/2023	0.75	140.0000	105.00
	10/19/2023	0.75	140.0000	105.00

020011 - Additional Services dates exceeded

Rate Labor

Class / Employee

Task Manager

Christian L Hamilton

Date

Hours

Rate

Amount

10/20/2023

0.75

140.0000

105.00

Total Christian L Hamilton

14.25

1,995.00

Three (3) Person Survey Field Crew

Jacob Fisher, Irvin Guzman, Charles Napper

10/10/2023

2.75

235.0000

646.25

Jacob Fisher, Jonathon R. Antley, Charles Napper

10/4/2023

2.00

235.0000

470.00

Jacob Fisher, Zachary Rosenfeld, Charles Napper

10/13/2023

2.75

235.0000

646.25

Zachary Rosenfeld, Cody Rector, Charles
Napper

10/16/2023

2.50

235.0000

587.50

10/20/2023

3.00

235.0000

705.00

Total Zachary Rosenfeld, Cody Rector, Charles Napper

5.50

1,292.50

Two (2) Person Survey Field Crew

Adam Tello, Charles Napper

10/14/2023

4.00

160.0000

640.00

Anthony Escalera, Saul Revuelta

10/7/2023

5.00

160.0000

800.00

10/8/2023

5.00

160.0000

800.00

10/15/2023

5.00

160.0000

800.00

Total Anthony Escalera, Saul Revuelta

15.00

2,400.00

Irvin Guzman, Charles Napper

10/18/2023

3.00

160.0000

480.00

Jacob Fisher, Charles Napper

10/2/2023

2.25

160.0000

360.00

10/3/2023

2.25

160.0000

360.00

10/5/2023

4.50

160.0000

720.00

10/6/2023

2.25

160.0000

360.00

10/9/2023

2.25

160.0000

360.00

10/11/2023

2.25

160.0000

360.00

10/12/2023

2.25

160.0000

360.00

Total Jacob Fisher, Charles Napper

18.00

2,880.00

Spencer Mizell, Charles Napper

10/1/2023

3.25

160.0000

520.00

Zachary Rosenfeld, Charles Napper

10/17/2023

1.50

160.0000

240.00

10/19/2023

3.00

160.0000

480.00

Total Zachary Rosenfeld, Charles Napper

4.50

720.00

Total Rate Labor

14,430.00

Total Labor

14,430.00

Expense

Unit Rate Expenses

Account / Unit / Equipment / Vendor

Quantity

Rate

Amount

GPS Equipment Cost

Robotic Total Station S-7

Surveying And Mapping, LLC

20.00

13.2500

265.00

Total GPS Equipment Cost

265.00

Project Travel - Other

Mileage Charge - Field

Surveying And Mapping, LLC

1,269.00

0.8500

1,078.65

Total Project Travel - Other

1,078.65

020011 - Additional Services dates exceeded	
	<i>Total Unit Rate Expenses</i>
	1,343.65
Total Expense	1,343.65
Total Bill Task: 020011 - Additional Services dates exceeded	15,773.65
Total Project: 1023076198 - JC CR401 3315-32 Taylor	15,773.65

Surveying And Mapping, LLC Expense Report

	Mileage	1269.00	0.850	1078.65
	Robotic Total Station	20.00	13.25	265.00
			Total	\$1,343.65

Date	Name	Robotic Total		Mileage Out	Mileage In	Mileage
		GPS	Station			
10/01/2023	Charles Napper		1.00	29297	29388	91
10/02/2023	Charles Napper		1.00	29428	29480	52
10/03/2023	Charles Napper		1.00	29589	29636	47
10/04/2023	Charles Napper		1.00	29788	29835	47
10/05/2023	Charles Napper		1.00	30021	30202	181
10/06/2023	Charles Napper		1.00	30242	30294	52
10/07/2023	Saul Revuelta		1.00	27184	27235	51
10/08/2023	Saul Revuelta		1.00	27347	27450	103
10/09/2023	Charles Napper		1.00	30386	30432	46
10/10/2023	Charles Napper		1.00	30649	30691	42
10/11/2023	Charles Napper		1.00	30792	30838	46
10/12/2023	Charles Napper		1.00	30949	30995	46
10/13/2023	Charles Napper		1.00	31089	31135	46
10/14/2023	Charles Napper		1.00	31244	31333	89
10/15/2023	Saul Revuelta		1.00	28375	28455	80
10/16/2023	Charles Napper		1.00	31378	31427	49
10/17/2023	Charles Napper		1.00	31575	31638	63
10/18/2023	Charles Napper		1.00	31683	31729	46
10/19/2023	Charles Napper		1.00	31874	31920	46
10/20/2023	Charles Napper		1.00	32007	32053	46
		0.00	20.00			1269

Item 999-WC15

James Construction Group

Force Account - Additional Mob for TCP

Date: 9/28/2023
CO Pricing Good For: 45 days
Description: Force Account - Additional Mob (TCP)
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 1,773.99

Project: CR 401
Control: 22IFB57
County: Williamson
Highway: CR 401

Narrative: Costs incurred by JCG & Subcontractor for additional mobilization. Original Plans called for CR 402/CR 403 to be shut down simultaneously. Field changes resulted in CR 402 & CR 403 being shut down on separate occasions.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
							\$ -
							\$ -
Subtotal							\$ -
Total Labor							\$ -

Equipment		QTY	UM	Rate	Extended
					\$ -
					\$ -
Total Equipment					\$ -

Subcontractors		QTY	UM	Price	Extended
Flasher - SEPT 2023 Invoice		1.00	LS	\$ 1,689.51	\$ 1,689.51
					\$ -
Total Subcontract					\$ 1,689.51

Material		QTY	UM	Price	Extended
					\$ -
					\$ -
Total Material					\$ -

Miscellaneous		QTY	UM	Price	Extended
					\$ -
					\$ -
Total Miscellaneous					\$ -

SUBTOTAL (no Misc)					\$ 1,689.51
5% MARKUP					\$ 84.48
TOTAL					\$ 1,773.99

UNIT PRICE (TOTAL COST/EST. QTY) \$ 1,773.99

Commissioners Court - Regular Session**51.****Meeting Date:** 01/30/2024

SH 195 at Ronald Reagan Blvd WGI PSA Amendment No. 1

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the SH 195 at Ronald Reagan Boulevard contract between Williamson County and WGI, Inc. relating to the 2019 Road Bond Program.
Project: P358 Fund Source: Road Bonds.

Background

The WGI Contract Amendment No. 1 amends the compensation cap by \$64,389.00 from \$750,000.00 to \$814,389.00. This will allow for the execution of Supplemental No. 5 to Work Authorization No. 1 authorizing Right-of-Way Mapping, Bid and Construction Phase Services including a time extension through December 31, 2025.

Fiscal Impact

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

Attachments

SH195atReagan-WGI-PSAAmendment01

SH195atReagan-WGI-WA01Supp05

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 12:46 PM

Started On: 01/25/2024 11:44 AM

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 195 at Ronald Reagan Blvd ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and WGI, 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 April 7, 2020 (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 seven hundred and fifty thousand Dollars (\$750,000) 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

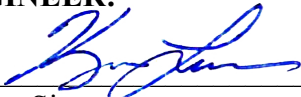
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$750,000 to \$ 814,389, reflecting a total increase of \$ 64,389.

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

Keegan Larson, PE
Printed Name

Vice President, Transportation Operations
Title

01/24/2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 11:44 am, Jan 25, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 195 at Ronald Reagan Blvd.

This Supplemental Work Authorization No. 5 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and WGI, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective May 8, 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:

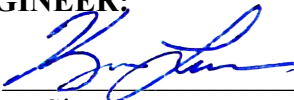
- I. The Work Authorization shall terminate on December 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "A".
- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$749,984 to \$814,389. 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, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

Keegan Larson, PE
Printed Name

Vice President, Transportation Operations
Title

01/24/2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment A - Work Schedule

Attachment B - Services to be Provided by Engineer

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 11:45 am, Jan 25, 2024

ATTACHMENT B
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER
FOR SH 195 AT RONALD REAGAN BOULEVARD

The following additions are made to supplement Attachment B of Work Authorization No. 1:

1. PROJECT MANAGEMENT

- a. Supplemental Work Authorization No. 5 extended the contract termination date to December 31, 2025.
- b. Performance of all project management activities, including; additional invoicing, consulting team management, contract maintenance and project documentation; will be performed by Engineer through the revised contract termination date.

4. RIGHT OF WAY (ROW) MAPPING

- a. Additional one-time restaking of new ROW line along Austin White Lime property per the survey in the Real Estate Agreement and replacement of any missing monuments previously set at the PC's, PT's or PI's on the ROW. We will label laths with the station and offset information.
- b. A one-time staking of the corners of the remaining limits of drainage easement identified as Parcel 101-E, Part 2 in Document No. 2011088165, O.P.R.W.C.T. with iron rods with no plastic caps. We will label laths "drainage easement corner".

9. BIDDING & CONSTRUCTION PHASE SERVICES

- a. Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder. Attend the pre-construction conference.
- b. REQUESTS FOR INFORMATION - RFIs (18 assumed):
 - Attend site visits and/or meetings to gather data and information for RFI responses.
 - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required within seven (7) calendar days.
- c. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (16 assumed):
 - Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor within seven (7) calendar days. The County will not be billed for plan revisions resulting from engineering errors or omissions.
- d. PLAN REVISIONS FOR FIELD CHANGES (12 sheets assumed):

- Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.
- e. ATTEND MEETINGS (8 assumed):
- Engineer will attend meetings at the project site or Williamson County representative office, as requested. When in attendance, Engineer will provide meeting minutes and sign in sheet.
 - Visit the project site on request (1 hour per visit) during construction to address questions on interpretation of plans.
- f. WATER QUALITY BMP CERTIFICATION:
- Engineer will visit the project site and review the construction work related to adherence to the permanent water quality design plans. Provide a list of issues to be corrected to the GEC, if necessary (2 visits assumed).
 - Engineer will prepare and submit to TCEQ a letter certifying that the permanent BMPs were constructed as designed.

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 5 to WA 1 Fee Schedule

	WA #1 Current Authorization	WA #1 WGI Current Authorization	WA #1 Subs Current Authorization	SWA #2 Max. Fee Adjustments	SWA #2 WGI Revised Authorization	SWA #2 Revised Total Authorization	SWA #4 Max. Fee Adjustments	SWA #4 WGI Revised Authorization	SWA #5 Max. Fee Adjustments	SWA #5 WGI Revised Authorization
1. Project Management	\$ 77,920	\$ 77,920	\$ -	\$ 34,100	\$ 112,020	\$ 112,020	\$ 24,400	\$ 136,420	\$ 5,900	\$ 142,320
2. Route and Design Studies	\$ 49,600	\$ 49,600	\$ -	\$ -	\$ 49,600	\$ 49,600	\$ 3,180	\$ 52,780	\$ -	\$ 52,780
3. Public Involvement	\$ 9,200	\$ 7,000	\$ 2,200	\$ -	\$ 7,000	\$ 9,200	\$ (9,200)	\$ -	\$ -	\$ -
4. Right of Way Mapping	\$ 37,280	\$ 37,280	\$ -	\$ -	\$ 37,280	\$ 37,280	\$ -	\$ 37,280	\$ 10,640	\$ 47,920
5. Design Surveying	\$ 72,320	\$ 72,320	\$ -	\$ 5,860	\$ 78,180	\$ 78,180	\$ -	\$ 78,180	\$ -	\$ 78,180
6. Environmental Services	\$ 32,925	\$ -	\$ 32,925	\$ -	\$ -	\$ 32,925	\$ -	\$ 32,925	\$ -	\$ 32,925
7. Geotechnical Services	\$ 38,256	\$ -	\$ 38,256	\$ (5,442)	\$ (5,442)	\$ 32,814	\$ 4,105	\$ 36,919	\$ -	\$ 36,919
8. Plan Preparation (PS&E) Services	\$ 258,296	\$ 251,916	\$ 6,380	\$ 95,419	\$ 347,335	\$ 353,715	\$ 8,645	\$ 362,360	\$ -	\$ 362,360
9. Bidding & Construction Phase Services	\$ 13,120	\$ 13,120	\$ -	\$ -	\$ 13,120	\$ 13,120	\$ -	\$ 13,120	\$ 47,865	\$ 60,985
Reimbursable Expenses	\$ 10,100	\$ 9,000	\$ 1,100	\$ -	\$ 9,000	\$ 10,100	\$ (10,100)	\$ -	\$ -	\$ -

Total \$ 599,017 \$ 518,156 \$ 80,861 \$ 129,937 \$ 648,093 \$ 728,954 \$ 21,030 \$ 749,984 \$ 64,405 \$ 814,389

Attachment D - SWA 5 to WA 1 Fee Schedule

[illegible]

Attachment D - SWA 5 to WA 1 Fee Schedule

[illegible]

Attachment D - SWA 5 to WA 1 Fee Schedule

[illegible]

Attachment D - SWA 5 to WA 1 Fee Schedule

[illegible]

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 5 to WA 1 Fee Schedule

WGI Personnel Classification	WGI Admin/Clerical - Junior	WGI Project Manager - Senior/ Principal In Charge	WGI Task Leader - Junior	WGI Project Engineer - Senior	Terracon Senior Principal / Officer / Consultant, P.E.	Terrecon Project Engineer	Terracon Administrative Staff	M&M Senior Project Manager	M&M Structural Engineer	M&M Engineer Technician	M&M Admin/Clerical	Principal Surveyor	Professional Surveyor	Sr. Survey Technician	2-Person Field Crew
Hourly Rate	\$ 65.00	\$ 340.00	\$ 220.00	\$ 245.00	\$ 255.00	\$ 140.00	\$ 55.00	\$ 240.00	\$ 185.00	\$ 115.00	\$ 80.00	\$ 275.00	\$ 160.00	\$ 150.00	\$ 170.00
Task/Activity															
Bidding & Construction Phase Services															
Project Administration															
- Contract Maintenance & Project Documentation		2		12											
- Consultant Team Management		2		12											
a. Bidding Services															
- Attend pre-bid Meeting				8											
- Prepare Addenda (up to 3)				6											
- Respond to bidder's questions				8											
- Analyze bids & Prepare Bid Tabulation				8											
- Attend Pre-Construction Conf.				8											
b. Requests for Information			6	12	3	3		6	6						
c. Review Contractor Submittals & Shop Drawings			10	10				10	10						
d. Plan Revisions		5	10	20				1	6	6					
e. Attend Meetings			8	8		8			8						
f. Water Quality BMP Certification			16	4											
214	0	5	50	92	3	11	0	17	30	6	0	0	0	0	0
\$ 47,865	\$ -	\$ 1,700	\$ 11,000	\$ 22,540	\$ 765	\$ 1,540	\$ -	\$ 4,080	\$ 5,550	\$ 690	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Totals															
300	0	7	50	104	3	17	0	23	30	6	0	8	8	16	28
\$ 64,405	\$ -	\$ 2,380	\$ 11,000	\$ 25,480	\$ 765	\$ 2,380	\$ -	\$ 5,520	\$ 5,550	\$ 690	\$ -	\$ 2,200	\$ 1,280	\$ 2,400	\$ 4,760

Commissioners Court - Regular Session**52.****Meeting Date:** 01/30/2024

Bagdad Rd./CR 279 Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Action Propane, Inc. for right of way needed on the Bagdad Rd. @ CR 279 project. Funding Source: Road Bonds 343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:40 AM

Started On: 01/24/2024 05:50 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 14

COUNTY OF WILLIAMSON

§

§

Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **ACTION PROPANE, INC.** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED FOUR and 00/100 Dollars (\$153,504.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment directly to Grantor, or delivery of the consideration amount to the title company as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment

for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to Grantor or delivered to the title company by the County (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165830, issued August 11, 2022 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record.
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: Grantor agrees to close its existing driveway after the new driveway is constructed by the County at County expense in the approximate location shown on Exhibit "B." Following execution of this PUA, the parties will continue to confer regarding potential reasonable adjustments to the driveway location depicted in Exhibit "B", and the County will make reasonable efforts to accommodate timely requests regarding same from Grantor. The new driveway is intended to accommodate gas transport tractor/trailers (18-wheelers), and will be constructed consistent with details shown in Sheet 127 included in Exhibit B, but with (a) on the County side of the new right-of-way line, a concrete surface with concrete thickness of at least six inches (6") and base layer thickness of at least eight inches (8"); and (b) on the remainder side of the new right-of-way line, an asphalt surface with asphalt thickness of at least four inches (4") and base layer thickness of at least ten inches (10"). Grantor shall have the right to maintain

or improve the driveway on the County side of the new right-of-way line as may be necessary to maintain the intended functionality over time. Furthermore, Grantor agrees to grant a Temporary Construction Easement to Grantee that will allow for sufficient grading and tie-in of the new driveway to Grantor's remainder property.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

ACTION PROPANE, INC.

By: Louise K Lary

Name: Louise K Lary

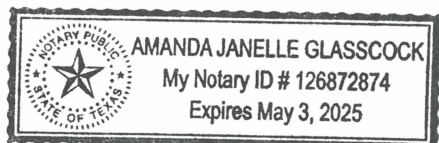
Its: Director / Assistant Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 18 day of January, 2024 by Louise K. Lary in the capacity and for the purposes and consideration recited herein.



Amanda Janelle Glasscock
Notary Public, State of Texas

Printed Name: Amanda Janelle Glasscock
My Commission Expires: 5/3/25

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this _____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires:

TENANT:

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2024 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.621 ACRE (70,601 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO ACTION PROPANE, INC. RECORDED IN VOLUME 1227, PAGE 650 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.621 ACRE (70,601 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 113.27 feet left of Bagdad Road Baseline Station 284+69.64 (Grid Coordinates determined as N=10,207,435.73 E=3,059,276.98), in the northerly boundary line of said 10.00 acre tract, same being the southerly boundary line of that called 20.00 acre tract of land described and depicted in General Warranty Deed to Blue Hole Real Estate Investment, LLC recorded in Document No. 2019115189 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 10" creosote post found, being an ell corner in the southerly boundary line of said 20.00 acre tract, same being the northwesterly corner of said 10.00 acre tract bears S 73°08'08" W, at a distance of 490.21 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with said northerly boundary line of the 10.00 acre tract, same being said southerly boundary line of the 20.00 acre tract, **N 73°08'08" E**, for a distance of **111.64** feet to a 1/2" iron rod found in the curving existing westerly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of said 10.00 acre tract, same being the southeasterly corner of said 20.00 acre tract, also being the northwesterly corner of that called 0.1691 acre ROW tract described and depicted in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996065717 of the Official Records of Williamson County, Texas and also being the southwesterly corner of that called 0.0369 acre ROW tract described and depicted in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County) recorded in Document No. 1996036915 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

THENCE, departing said 20.00 acre tract, with said existing westerly ROW line, same being the easterly boundary line of said 10.00 acre tract, the following two (2) courses:

- 2) Along a non-tangent curve to the right having a delta angle of **18°59'36"**, a radius of **1,056.00** feet, an arc length of **350.06** feet and a chord which bears **S 32°45'38" E**, for a distance of **348.46** feet to a calculated point of non-tangency, same being the southerly corner of said 0.1691 acre ROW dedication tract;
- 3) **S 18°03'05" E**, for a distance of **296.59** feet to a 1/2" iron rod found, being the southeasterly corner of said 10.00 acre tract, being the northeasterly corner of an additional ROW dedicated per the Brinson Subdivision, a subdivision of record in Cabinet DD, Slide 240-242 of the Plat Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

County: Williamson
Parcel : 14 -Action Propane
Highway: Bagdad Rd (CR 279)

Page 2 of 4
9-23-22

- 4) **THENCE**, with said existing westerly ROW line, being said southerly boundary line of the 10.00 acre tract, **S 73°04'44" W**, at a distance of 5.06 feet, pass the calculated northwesterly corner of said additional ROW dedicated by said plat, being the northeasterly corner of Lot 1, of said Brinson Subdivision, departing said existing ROW and continuing with the common line of said Lot 1 and said 10.00 acre tract for a total distance of **71.37** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 116.89 feet left of Bagdad Road Baseline Station 277+83.74 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "3DS LAND SURVEYORS", being the northwesterly corner of said Lot 1 bears **S 73°04'44" W**, at a distance of 167.58 feet;

THENCE, departing said Lot 1, with said proposed westerly ROW line, through the interior of said 10.00 acre tract, the following three (3) courses:

- 5) **N 31°05'37" W**, for a distance of **179.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 141.07 feet left of Bagdad Road Baseline Station 279+73.04, for an angle point;
- 6) **N 15°10'54" W**, for a distance of **95.33** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 121.34 feet left of Bagdad Road Baseline Station 280+72.23, for an angle point;
- 7) **N 32°22'04" W**, for a distance of **375.79** feet to the **POINT OF BEGINNING**, containing 1.621 acres (70,601 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

29 SEP 2022

Date

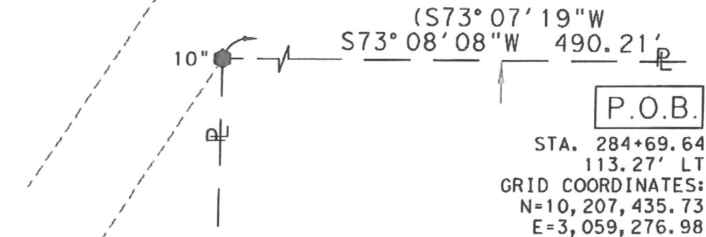


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

BLUE HOLE REAL
ESTATE INVESTMENT
TRACT 1
20.00 ACRES
DOC. 2019115189
O.P.R.W.C.T.

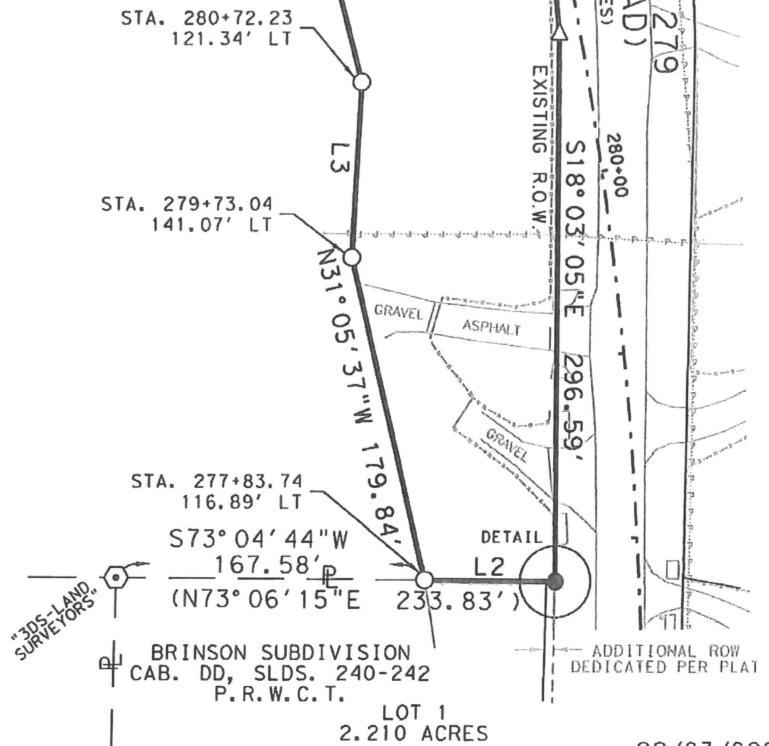
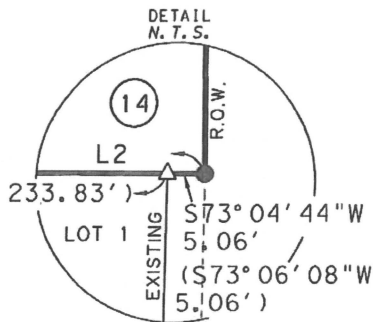
50' WIDE JOINT USE
ACCESS EASEMENT
1.84 ACRES
DOC. 2019115189
O.P.R.W.C.T.



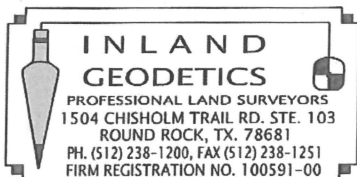
NO.	DIRECTION	DISTANCE
L1	N73° 08' 08" E	111.64'
L2	S73° 07' 44" W	71.37'
L3	N15° 10' 54" W	95.33'

ACTION PROPANE, INC.
EXHIBIT "A"
REMAINDER OF 10.00 ACRES
VOL. 1227, PG. 650
O.P.R.W.C.T.

HENRY FIELD SURVEY
ABSTRACT No. 233



09/23/2022



PARCEL PLAT SHOWING PROPERTY OF

ACTION PROPANE, INC.

PARCEL 14
1.621 ACRES
70,601 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
△	CALCULATED POINT
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
⬢	CREOSOTE FENCE CORNER POST FOUND
—	PROPERTY LINE
()	RECORD INFORMATION
—/—	LINE BREAK
↺	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18° 59' 36"	1,056.00'	350.06'	348.46'	S32° 45' 38"E
(C1)		(1,056.00')	(349.14')	(347.55')	(S30° 12' 21"E)

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165830, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 02, 2022, ISSUE DATE AUGUST 11, 2022.

2. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9665717 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

7. ALL TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-33 (PROPERTY WITHIN CITY OF LIBERTY HILL'S EXTRATERRITORIAL JURISDICTION) RECORD IN DOCUMENT NO. 2005053408 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

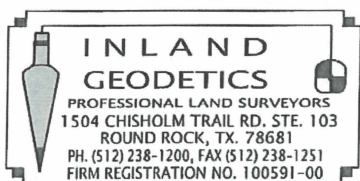
M. Stephen Truesdale

29 SEP
2022



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

09/23/2022



PARCEL PLAT SHOWING PROPERTY OF

ACTION PROPANE, INC.

PARCEL 14

1.621 ACRES
70,601 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 4 OF 4

EXHIBIT B

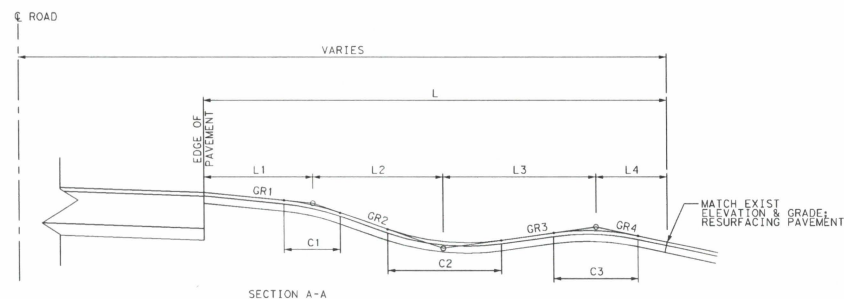
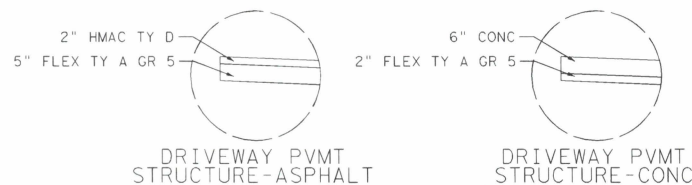
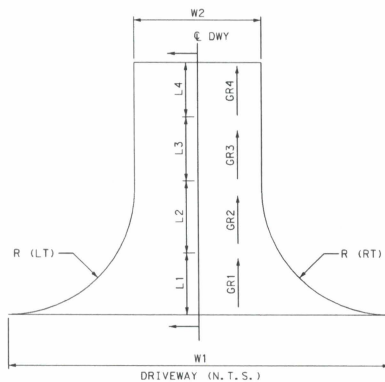


EXHIBIT B

NO. DATE REVISION APPROVED

DRIVEWAY DETAILS																										
DRIVEWAY NUMBER	P&P SHEET NO.	STATION @ EOP	DRIVEWAY TYPE	PVMNT.	PROP WIDTH @ ROADWAY (W1)	PROP WIDTH @ DRIVEWAY END (W2)	DRIVEWAY AREA	PROP RADIUS (LT)	PROP RADIUS (RT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	LENGTH (L4)	GRADE (G1)	GRADE (G2)	GRADE (G3)	GRADE (G4)	EOP ELEV	C1	C2	C3	TIE-IN ELEVATION	EOP GRADE	TIE-IN GRADE
					(FT)	(FT)		(SF)	(FT)		(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(%)	(%)	(%)	(%)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)
20	7 OF 10	271+01.13	RESIDENTIAL	ASPH.	66.65	14.91	1649.70	25.00	25.00																	
21	7 OF 10	272+74.91	RESIDENTIAL	ASPH.	65.38	14.00	3309.72	10.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
22	7 OF 10		RESIDENTIAL	ASPH.							87.17	68.46	10.23	8.48		8.43	1.87	10.00		1001.66	1007.43	1007.62				
23	7 OF 10	273+39.34	RESIDENTIAL	ASPH.	43.82	14.02	1356.95	15.00	15.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
24	7 OF 10	273+89.25	RESIDENTIAL	CONC.	71.14	20.06	1859.66	25.00	25.00		77.82	64.69	10.02	3.10		6.35	1.78	4.16		1000.18	1004.28	1004.46		1004.59	-2.00	4.16
25	7 OF 10	275+40.21	RESIDENTIAL	ASPH.	63.29	14.00	1073.52	25.00	25.00		57.98	12.00	30.00	15.98		-2.01	-0.17	-2.17		996.53	996.29	996.24		995.89	-2.00	-4.51
26	8 OF 10	276+68.87	RESIDENTIAL	ASPH.	66.99	15.45	1654.54	25.00	25.00		95.43	67.27	10.36	3.75	14.05	9.21	2.72	10.00	15.00	990.67	996.86	997.14	997.52	999.63	-2.00	2.56
27	8 OF 10	277+69.50	RESIDENTIAL	ASPH.	72.59	19.80	1496.07	25.00	15.00	60.4	77.59	13.80	34.40	29.39		0.54	1.66	-2.36		986.13	986.21	986.78		986.08	-2.00	2.92
28	8 OF 10	278+58.12	RESIDENTIAL	ASPH.	64.35	15.57	1260.05	25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
29	8 OF 10	279+15.33	COMMERCIAL	ASPH.	70.86	18.03	2962.43	25.00	25.00	76.2	138.20	66.38	10.32	29.08	31.83	7.34	0.27	10.00	10.00	978.97	983.88	983.91	986.82	990.00	-2.00	1.66
30	8 OF 10	280+69.45	RESIDENTIAL	ASPH.	66.00	14.62	1389.37	25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
31	8 OF 10	284+92.93	RESIDENTIAL	CONC.	65.27	16.00	2820.32	25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
32	8 OF 10	285+37.55	RESIDENTIAL	ASPH.	93.32	32.00	7365.61	30.00	30.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
33	8 OF 10	285+36.86	RESIDENTIAL	ASPH.		14.01	2817.80			SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
34	10 OF 10	300+11.00	RESIDENTIAL	ASPH.	64.02	16.46	1300.75			25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION														
35	10 OF 10	301+22.00	RESIDENTIAL	ASPH.	67.25	18.00	7470.56	25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
36	10 OF 10	302+88.24	RESIDENTIAL	ASPH.	66.72	16.00	1238.03	25.00	25.00	77.9	59.35	27.61	14.86	9.79	7.10	-3.55	-10.00	2.06	5.54	955.60	953.67	952.18	952.38	952.78	-2.00	2.90
37	10 OF 10	303+25.58	RESIDENTIAL	ASPH.	66.21	14.00	1185.26	25.00	25.00	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
38	10 OF 10	306+49.18	RESIDENTIAL	ASPH.	44.71	14.25	1256.39	25.00	25.00		68.74	12.17	56.57			-2.38	-1.80			963.19	962.90			961.88	-2.00	-1.06

- * SUP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS
- ** DRIVEWAY ON SKEW SUP MEET ADA REQUIREMENTS



NOTE:
REFER TO DRAINAGE PLAN AND PROFILE SHEETS
FOR DRIVEWAY CULVERT DETAILS.



Ryan Hinson 3/30/2023



Binkley & Barfield, Inc.
1400 W. 10th
2401 S. Bailey Street, Suite 200
Bogard, Texas 77820
(936) 262-0700
binkleyandbarfield.com

**BAGDAD ROAD (CR 279)
DRIVEWAY DETAILS
BAGDAD RD**

SCALE = N.T.S.			SHEET 2 OF 2	
LEG. NO. 0137.000	PROJECT NO.		HIGHWAY NO.	
			CR 279	
STATE	DIST.	COUNTY	SHEET NO.	
TEXAS		WILLIAMSON	127	
CONT.	SECT.	JOB		

Commissioners Court - Regular Session**53.****Meeting Date:** 01/30/2024

Ronald Reagan Segment D- Right of Entry

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a temporary right of entry agreement with Pulte Homes of Texas, LP for survey needed on the Ronald Reagan Corridor Segment D project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:41 AM

Started On: 01/24/2024 05:53 PM

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, PULTE HOMES OF TEXAS, L. P. (herein "**Owner**") is the fee simple owner of a certain tract of land described as Williamson Central Appraisal District R#641786 (herein the "**Parent Tract**"); and,

WHEREAS, Williamson County, Texas, and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein "**Condemnor**") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon a portion of the Parent Tract that is a 50 foot strip of the parent Tract abutting Ronald W. Reagan Blvd. (the "**Property**"), for the purpose of surveying and performing archeological and geotechnical services upon said tract; and,

WHEREAS, Owner hereby grants permission to Condemnor to assist Condemnor in completing the requested surveying and archeological and geotechnical services on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from and after the final execution of the parties identified below, for a period not to exceed six (6) months from the date of this Agreement, for the purposes described herein. Condemnor shall provide written notice to Owner's authorized representative (Stephen Ashlock at Stephen.Ashlock@PulteGroup.com) and to counsel for Owner (Barron, Adler, Clough & Oddo, PLLC, attn: Nick Laurent at laurent@barronadler.com) at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to reasonably cooperate with Condemnor in allowing Condemnor to have access to the Property under the terms described herein and for the purposes described herein. Condemnor shall not have the right to enter the Property for any other purpose other than the purposes described herein. The rights of Condemnor are subject to all matters of record or that would have been disclosed by a current survey of the Property.

2. That Condemnor shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by Condemnor, and all gates will be left in the same manner as they were prior to entry by Condemnor. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That Condemnor agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by Condemnor, its employees, servants, agents, or contractors.

4. That Condemnor agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, Condemnor will promptly remediate any damage.

5. That any gates used by Condemnor will be closed and secured by Condemnor after passing through same. Further, no fences will be cut or damaged by Condemnor.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by Condemnor in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That Condemnor further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in Condemnor's possession, custody, or control.

8. That By execution below, Condemnor acknowledges that Condemnor has been advised by Owner of the existence of hazards which may exist on the Property including but are not limited to: abandoned barbed wire fences which may lie within vegetation; broken glass or pottery which may lie within vegetation; wild boar herds, poisonous snakes, coyotes, and other predators; abandoned water wells and other trenches, holes, and ditches which may lie within vegetation; and the conduct by third parties of illegal hunting with firearms without permission of Owner. TO THE EXTENT ALLOWED BY LAW, CONDEMNOR AND ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES WORKING ON CONDEMNOR'S BEHALF AND GAINING ACCESS UNDER THIS TEMPORARY RIGHT OF ENTRY AGREE TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL CLAIMS, LIABILITY, AND DAMAGES, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE ACCESS OF THE PROPERTY PURSUANT TO THIS TEMPORARY RIGHT OF ENTRY AND/OR FOR THE PURPOSES DESCRIBED HEREIN, WHETHER BY CONDEMNOR, ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES, UNDER SAID TEMPORARY RIGHT OF ENTRY, EXCEPT FOR SUCH CLAIMS, LIABILITIES, OR DAMAGES ARISING FROM AND TO THE EXTENT OF OWNER'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. That Condemnor will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Condemnor shall pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek recovery of any of such sums from the offending entity, rather Condemnor shall pay such sums to Owner and then it will be Condemnor's burden to seek repayment should it so desire.

10. That Owner reserves the right to continue to use and enjoy the Property for all purposes that do not unreasonably interfere with, limit, or interrupt Condemnor's rights under this Temporary Right of Entry.

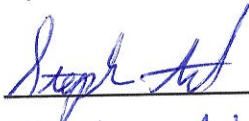
11. That Condemnor and its contractors will maintain insurance providing coverage for any damage or injuries during Condemnor's activities at levels customary in their respective industries, or as otherwise required by Condemnor's normal project consultant contractual requirements naming Owner as an additional insured.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed as of January ____, 2024.

OWNER:

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: Pulte Nevada I LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Stephen Ashlock

Title: Vice President of Land Development

CONDEMNOR:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Commissioners Court - Regular Session**54.****Meeting Date:** 01/30/2024

Bagdad Rd. @ CR 279- Condemnation Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Rule 11 condemnation agreement with Daniel and Karen Vaughn for right of way needed on the Bagdad Rd. @ CR 279 project (Parcel 30). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:41 AM

Started On: 01/24/2024 05:55 PM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

January 9, 2024

CONDEMNATION AGREEMENT

Via email adam.pugh@cablepugh.com

Adam Pugh

Cable Pugh

4301 Westbank Drive, Bldg. A, Suite 150

Austin, Texas 78746

Re: CR 279 @ Bagdad — Parcel 30 (Vaughn)
Cause No. 23-1983-CC5; *Williamson County, Texas v. Daniel Vaughn, Karen Vaughn, Mortgage Electronic Registration Systems, Inc. and Pennymac Loan Services, LLC*

Dear Mr. Pugh:

This letter will constitute a Rule 11 of the Texas Rules of Civil Procedure and Condemnation Agreement (“Agreement”) between Williamson County, Texas (“County”) and Daniel Vaughn and Karen Vaughn (“Owners”) in connection with the project identified herein and the property to be acquired as part of the County Road 279 construction project. The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Commissioners’ Court, the County agrees to pay, and Owners agree to accept, the total sum of NINETY THOUSAND and 00/100 Dollars (\$90,000) in total compensation to the Owners in the above-referenced lawsuit for the acquisition of the right-of-way interests referenced in County’s petition on file in the above-referenced cause number, and any damages to the remaining property of Owners not acquired (“Property”), with such location and acquisition as further described in County’s current pleading on file in this case.
2. The parties agree to enter the agreed amount of NINETY THOUSAND and 00/100 Dollars (\$90,000) (the “Agreed Award”) at the Special Commissioners Hearing designated to take place on or before 10:00 am on March 15, 2024, at 100 Wilco Way, Suite 225, Georgetown, Texas, in the above-referenced lawsuit. It is further agreed that neither Owners nor County will file objections to the Agreed Award of Special

Commissioners. Following the deposit of the Agreed Award into the Registry of the Court, the parties agree to enter a Judgment in the Absence of Objections to dismiss the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.

If this letter sets forth the terms of our Agreement reached between County and Owners, please indicate by executing this letter in the space indicated below on behalf of the Owners.

Very truly yours,

By: /s/ Adam H. Hill

Adam H. Hill
Sheets & Crossfield, P.L.L.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

DANIEL AND KAREN VAUGHN

By: /s/ Adam Pugh

Adam Pugh
Attorney for Daniel and Karen Vaughn

AGREED AND ACCEPTED:

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session**55.****Meeting Date:** 01/30/2024

Hero Way Condemnation Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Rule 11 condemnation agreement with Stella Carter for right of way needed on the Hero Way project (Parcel 324). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:42 AM

Started On: 01/24/2024 05:58 PM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

January 12, 2024

CONDEMNATION AGREEMENT

Via email David@davidtoddllaw.com

David Todd

Todd Law Firm, PLLC

3800 N. Lamar Blvd., Ste. 200

Austin, TX 78756

(512) 472-7799 (phone)

(512) 472-7798 (fax)

Re: Hero Way @ RM 2243 — Parcel 324 (Carter)

Cause No. 23-1833-CC5; *Williamson County, Texas v. Stella Carter, et. Al.*

Dear Mr. Todd:

This letter will constitute a Rule 11 of the Texas Rules of Civil Procedure and Condemnation Agreement (“Agreement”) between Williamson County, Texas (“County”) and Stella Carter (“Owner”) in connection with the project identified herein and the property to be acquired as part of the Hero Way @ RM 2243 construction project. The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Commissioners’ Court, the County agrees to pay, and Owner agrees to accept, the total sum of ONE HUNDRED FORTY-FIVE THOUSAND and 00/100 Dollars (\$145,000) in total compensation to the Owner in the above-referenced lawsuit for the acquisition of the right-of-way interests referenced in County’s petition on file in the above-referenced cause number, and any damages to the remaining property of Owner not acquired (“Property”), with such location and acquisition as further described in County’s current pleading on file in this case.
2. The parties agree to enter the agreed amount of ONE HUNDRED FORTY-FIVE THOUSAND and 00/100 Dollars (\$145,000) (the “Agreed Award”) at the Special Commissioners Hearing designated to take place on or before 10:00 am on March 15, 2024, at 100 Wilco Way, Suite 225, Georgetown, Texas, in the above-referenced lawsuit. It is further agreed that neither Owner nor County will file objections to the Agreed Award of

Special Commissioners. Following the deposit of the Agreed Award into the Registry of the Court, the parties agree to enter a Judgment in the Absence of Objections to dismiss the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.

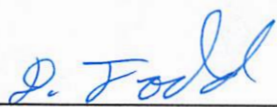
If this letter sets forth the terms of our Agreement reached between County and Owner, please indicate by executing this letter in the space indicated below on behalf of the Owner.

Very truly yours,

Adam H. Hill
Sheets & Crossfield, P.L.L.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

STELLA CARTER

By: 

David Todd
Attorney for Stella Carter

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session**56.****Meeting Date:** 01/30/2024

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.086 acres) required for the construction of Hero Way. (Christopher and Lynn Michelle Allison/ Parcel 216) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:43 AM

Started On: 01/24/2024 06:01 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.086 acres (Parcel 216) described by metes and bounds in Exhibit "A" owned by **CHRISTOPHER AND LYNN MICHELLE ALLISON**. for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravel, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 216
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 216

METES & BOUNDS DESCRIPTION FOR A 0.086 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1, BLOCK E OF REAGAN'S OVERLOOK, PHASE ONE, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2014018679 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CHRISTOPHER ALLISON AND LYNN MICHELLE ALLISON BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018015813 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.086 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the west right-of-way line of Limestone Creek Road (50 feet wide) as dedicated by said REAGAN'S OVERLOOK, PHASE ONE, at the northeast corner of the above described Lot 1; Thence, with the west right-of-way line of said Limestone Creek Road and the east line of said Lot 1, S 26°20'28" E a distance of 395.97 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,611.14, E: 3,093,603.43) set for the north corner and **POINT OF BEGINNING** of the herein described tract, 700.21 feet left of FM 2243 baseline station 225+61.69;

THENCE, continuing with the west right-of-way line of said Limestone Creek Road and the east line of said Lot 1, S 26°20'28" E a distance of 164.97 feet to a 1/2-inch iron rod found on the curving north right-of-way line of FM 2243 (80 feet wide) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and Document Number 2014018679 of the Official Public Records of Williamson County, Texas, at the southeast corner of said Lot 1, for the beginning of a non-tangent curve to the left and the southeast corner of the herein described tract;

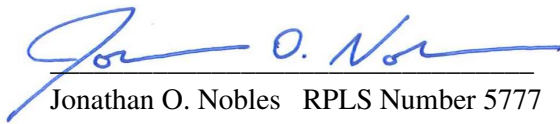
THENCE, with the north right-of-way line of said FM 2243 and the south line of said Lot 1, along said curve to the left, an arc distance of 61.39 feet, having a radius of 1,205.92 feet, a central angle of 02°55'00" and a chord which bears S 70°22'32" W a distance of 61.38 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 535.27 feet left of FM 2243 baseline station 225+99.22;

THENCE, departing the north right-of-way line of said FM 2243, over and across said Lot 1, N 06°34'08" E a distance of 22.15 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the point of curvature of a curve to the left, 557.41 feet left of FM 2243 baseline station 225+98.82;

THENCE, continuing over and across said Lot 1, along said curve to the left, an arc distance of 148.93 feet, having a radius of 315.00 feet, a central angle of 27°05'20" and a chord which bears N 06°58'32" W a distance of 147.55 feet to the **POINT OF BEGINNING** and containing 0.086 acre (3,765 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

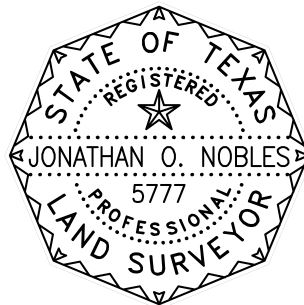
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



10/02/2023

Date

Client: Williamson County

Date: October 2, 2023

Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RICHARD CANTU &
SALLY CANTU
CALLED 11.955 ACRES
DOC. NO. 2020025709
O.P.R.W.C.

P.O.R.

REMAINDER OF
[10.5] A 50' A.E.
VOL. 2691, PG.
143 O.R.W.C.

BLOCK A
128

REAGAN'S OVERLOOK,
PHASE ONE
DOC. NO. 2014018679
O.P.R.W.C.

CITY OF GEORGETOWN
CALLED 100.00 ACRES
DOC. NO. 2016105283
O.P.R.W.C.

MILTON HICKS
SURVEY, A-237

[10.10]
10' B.S.L.
DOC. NO. 2013112133
O.P.R.W.C.

PARCEL
216

CHRISTOPHER ALLISON &
LYNN MICHELLE ALLISON
DOC. NO. 2018015813 O.P.R.W.C.

10' P.U.E. & 10' D.E. [10.3] [10.4]
DOC. NO. 2014018679 O.P.R.W.C.

PARCEL 216 0.086 ACRE
3,765 SQUARE FEET

A PORTION OF LOT 1, BLOCK E
REAGAN'S OVERLOOK, PHASE ONE
CHRISTOPHER ALLISON & LYNN MICHELLE ALLISON
DOC. NO. 2018015813 O.P.R.W.C.



CITY OF GEORGETOWN
CALLED 100.00 ACRES
DOC. NO. 2016105283
O.P.R.W.C.

LIMESTONE CREEK ROAD

50' R.O.W.
DOC. NO. 2014018679 O.P.R.W.C.

APPROXIMATE LICENSE AGREEMENT AREAS
DOC. NO. 2014040544 O.P.R.W.C.
[10.17]

DETAIL
N.T.S.

DANIEL T. SACCONE
CALLED 2.0000 ACRES
DOC. NO. 2017036082
O.P.R.W.C.

[10.10]
40' B.S.L.
DOC. NO. 2013112133
O.P.R.W.C.

STA 225+98.82
557.41' LT
STA 225+99.22
535.27' LT

SEE
DETAIL

FM 2243

80' R.O.W.
VOL. 409, PG. 78 D.R.W.C.
VOL. 409, PG. 377 D.R.W.C.
DOC. NO. 2014018679 O.P.R.W.C.

EXISTING R.O.W.

EXISTING R.O.W.

GUY & TRANS.
2LE W/GUY

RICHARD CANTU &
SALLY CANTU
CALLED 11.955 ACRES
DOC. NO. 2020025709
O.P.R.W.C.

CSM-MASON FAMILY, LP
REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909 O.P.R.W.C.



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 216
0.086 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/02/2023	3 of 5

LEGEND

A.E.	ACCESS EASEMENT
B.P.	BRICK PAVERS
B.S.L.	BUILDING SETBACK LINE
B.W.F.	BARBED WIRE FENCE
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
S.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO. FOR DOC. NO. 2014018679 O.P.R.W.C.
[]	RECORD INFO. FOR DOC. NO. 2020025709 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED)
—X—	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
—	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—	EDGE OF ASPHALT
[10.3]	SCHEDULE B ITEM

GENERAL NOTES:

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166319, DATED EFFECTIVE SEPTEMBER 19, 2023 AND ISSUED ON SEPTEMBER 27, 2023.

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
[L3]	[S 33°35'55" E]	

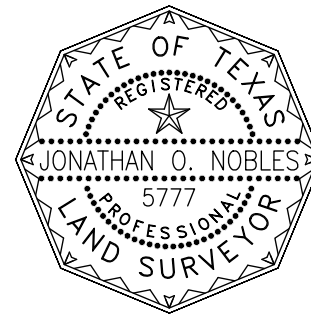
CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	61.39'	1,205.92'	2°55'00"	S 70°22'32" W	61.38'
C2	148.93'	315.00'	27°05'20"	N 06°58'32" W	147.55'
C3	16.21'	1,205.92'	0°46'13"	S 68°31'55" W	16.21'
C4	77.60'	1,205.92'	3°41'13"	S 69°59'25" W	77.59'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C4)	(76.82')	(1,205.92')	(3°38'59")	(S 69°58'50" W)	(76.80')

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



10/02/2023

Jonathan O. Nobles
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 26°20'28" E	164.97'
L2	N 06°34'08" E	22.15'
L3	S 33°31'31" E	3.23'



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PARCEL PLAT
SHOWING PARCEL 216
0.086 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 10/02/2023	Page: 4 of 5
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RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN DOCUMENT NOS. 2014018679 (PLAT), 2013079356, 2013112133, 2014020613, 2014020615, AND 2021138135, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN DOCUMENT NOS. 2014042098, 2017021891, 2017095329, 2017116172, 2018004386, 2018026476, 2019076427, 2020110983 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 A 2.5' PUBLIC UTILITY EASEMENT RESERVED ALONG ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN DOCUMENT NUMBER 2014018679, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A 10 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG ALL RIGHT OF WAY LOT LINES, AS STATED ON THE PLAT OF RECORD IN DOCUMENT NUMBER 2014018679, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A 10 FOOT WIDE DRAINAGE EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2014018679 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 A 50 FOOT WIDE ACCESS EASEMENT ALONG A PORTION OF THE NORTHERLY PROPERTY LINE AS SHOWN ON THE PLAT RECORDED IN DOCUMENT NO. 2014018679, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS DESCRIBED IN VOLUME 2691, PAGE 143 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT OTHER THAN BEING IMMEDIATELY ADJACENT, AS SHOWN HEREON.
- 10.6 A 10 FOOT WIDE TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY RESERVED ALONG THE SOUTHEASTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2014018679 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 A 20 FOOT ADDITIONAL R.O.W. AS RESERVED ALONG THE SOUTHEASTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2014018679 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT OTHER THAN BEING IMMEDIATELY ADJACENT.
- 10.8. BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN DOCUMENT NUMBER 2014018679, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, BUT ARE NOT DEFINED.
- 10.9 EASEMENTS AND EASEMENT RIGHTS AS SET OUT IN DOCUMENT NO. 2013079356, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AND ARE BLANKET IN NATURE.
- 10.10 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN DOCUMENT NOS. 2013079356 AND 2013112133, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY VARIANCE RECORDED IN DOCUMENT NO. 2020009044 (LOT SPECIFIC), OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.11. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2014037868, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10.14 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2012058977, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2015101011, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.15 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN OF RECORD IN DOCUMENT NO. 2013033945, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.16. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 12-054-00 OF RECORD IN DOCUMENT NO. 2013051961, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.17. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LICENSE AGREEMENT OF RECORD IN DOCUMENT NO. 2014040544 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT OTHER THAN BEING IMMEDIATELY ADJACENT, AS SHOWN HEREON.
- 10.18. ALL TERMS AND CONDITIONS CONCERNING THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF) AS DESCRIBED IN THAT AFFIDAVIT OF RECORD IN DOCUMENT NO. 2017109037 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOT SPECIFIC), DO AFFECT THE SUBJECT TRACT.
- 10.19. SUBJECT TO ALL CHARGES, LIENS, AND ASSESSMENTS, AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2013079356, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.



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PARCEL PLAT
SHOWING PARCEL 216
0.086 ACRE
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WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/02/2023	5 of 5

Commissioners Court - Regular Session**57.****Meeting Date:** 01/30/2024

Bagdad Rd./CR 279 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.700 acres) as right of way and (0.156 acres) as an electric easement required for the construction of Bagdad Rd. @ CR 279. (The Estate of Elizabeth Ann Rundzieher, aka Liz Rundzieher, aka Elizabeth Ann Lancaster, fka Elizabeth Ann Holder/ Parcel 16/16E) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:49 AM

Started On: 01/24/2024 06:06 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.700 acres (Parcel 16) and an electric easement to that certain tract of land being 0.156 acres (Parcel 16E) described by metes and bounds in Exhibits "A & B" owned by **THE ESTATE OF ELIZABETH ANN RUNDZIEHER, AKA LIZ RUNDZIEHER, AKA ELIZABETH ANN LANCASTER, FKA ELIZABETH ANN HOLDER, Deceased** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravel, Jr.
Williamson County Judge

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.700 ACRE (30,506 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.801 ACRE TRACT OF LAND DESCRIBED IN DEED TO ELIZABETH ANN LANCASTER RECORDED IN VOLUME 1405, PAGES 431-433 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.700 ACRE (30,506 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 91.06 feet right of Bagdad Road Baseline Station 277+61.44 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,924.90 E=3,059,798.33), being in the northerly boundary line of said 5.801 acre tract, same being the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in said common boundary line bears N 82°51'35" E, at a distance of 330.08 feet;

- 1) **THENCE**, departing said southerly boundary line of the 81.69 acre tract, through the interior of said 5.801 acre tract, with said proposed easterly ROW line, S 14°56'08" E, for a distance of 498.11 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00, in the southerly boundary line of said 5.801 acre tract, same being the northerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land in Administration Deed to Terri Leigh Alexander, a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in Deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 5.801 acre tract, same being an angle point in the northerly boundary line of said remainder of the 95 acre tract, also being an angle point in the southerly boundary line of said 81.69 acre tract, bears N 71°18'43" E, at a distance of 233.74 feet and N 69°08'52" E, at a distance of 429.03 feet;
- 2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 5.801 acre and said remainder of the 95 acre tracts S 71°18'43" W for a distance of 53.08 feet to an iron rod with plastic cap stamped "3DS" found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 5.801 acre tract, same being the northwesterly corner of said remainder of the 95 acre tract, for the southwesterly corner of the herein described parcel;
- 3) **THENCE**, departing said remainder of the 95 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 5.801 acre tract, N 16°37'38" W, for a distance of 511.12 feet to a calculated point, being the northwesterly corner of said 5.801 acre tract, same being the southwesterly corner of said 81.69 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST-1847" found in said existing easterly ROW line, same being the westerly boundary line of said 81.69 acre tract, bears N 17°14'13" W at a distance of 286.68 feet;
- 4) **THENCE**, departing said existing easterly ROW line, with the common boundary line of said 5.801 acre tract and said 81.69 acre tract N 82°51'35" E, for a distance of 68.69 feet to the **POINT OF BEGINNING**, containing 0.700 acres (30,506 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

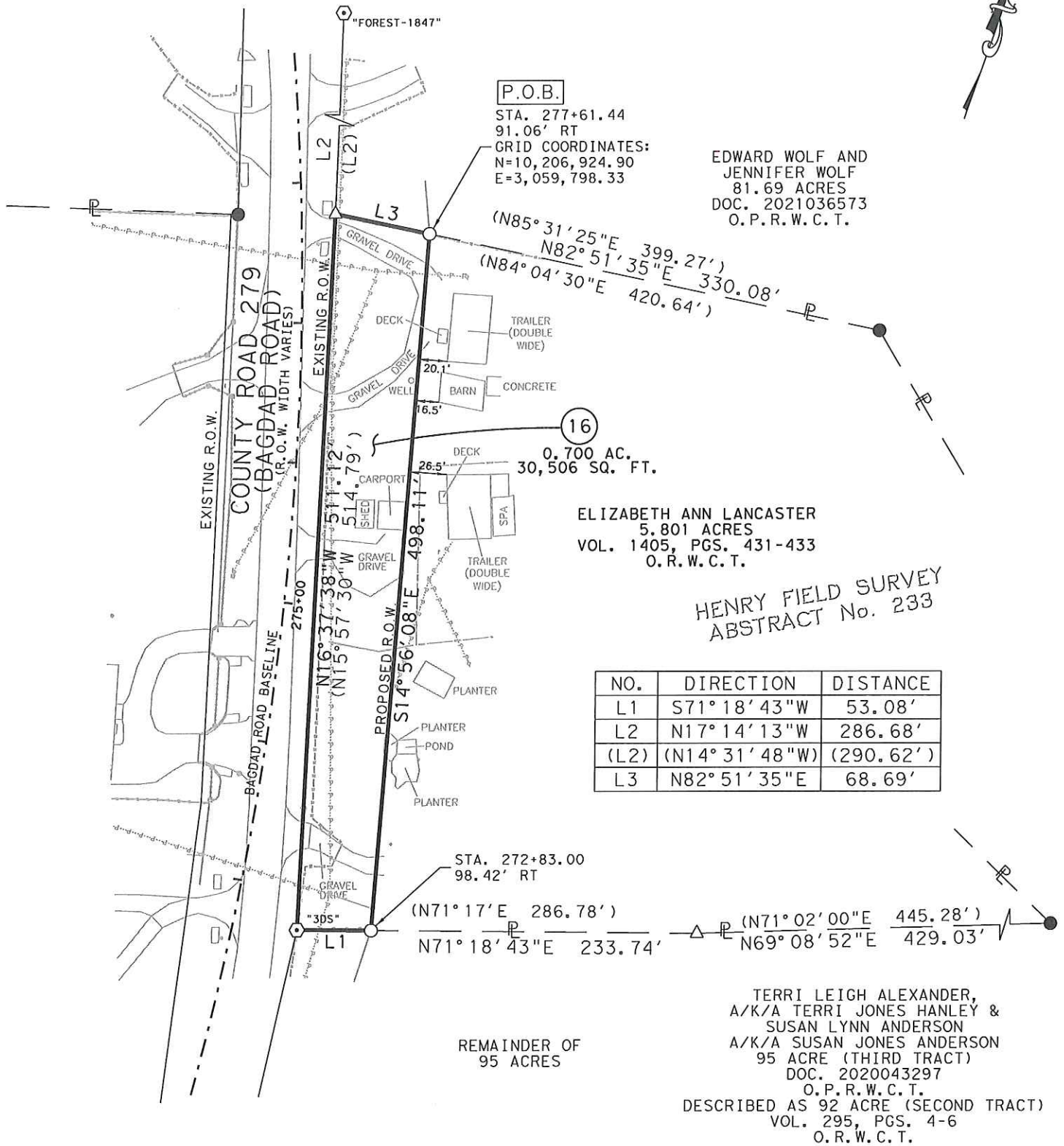
M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

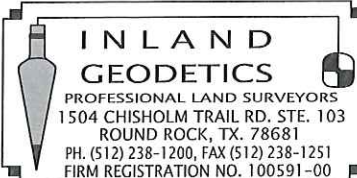
3 NOV 2022



EXHIBIT " "
PLAT TO ACCOMPANY PARCEL DESCRIPTION



REV: 11/01/2022



PARCEL PLAT SHOWING PROPERTY OF
ELIZABETH ANN LANCASTER

PARCEL 16
 0.700 ACRES
 30,506 Sq. Ft.

SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

PAGE 2 OF 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊕	1/2" IRON ROD FOUND W/PLASTIC CAP	—	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↗	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165827, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

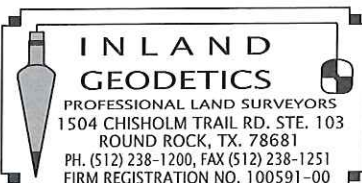
NOTHING FROM SCHEDULE B TO ADDRESS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



M. Stephen Truesdale 3 Nov 2022
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

REV: 11/01/2022



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PAGE 3 OF 3

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.156 ACRE (6,805 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.801 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ELIZABETH ANN LANCASTER RECORDED IN VOLUME 1405, PAGE 431-433 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.156 ACRE (6,805 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point the northerly boundary line of said 5.801 acre tract, same being the southerly boundary line of that called 81.69 acre tract described in General Warranty Deed to Edward Wolf and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public Records of Williamson County, Texas;

THENCE N 82°51'35" E, with the common line of said 5.801 tract and said 81.69 acre tract, for a distance of 297.94 feet, to a calculated point 122.36 feet right of Bagdad Road Baseline Station 277+54.49 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,928.90 E=3,059,830.21), for the northeasterly corner and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 81.69 acre tract, through the interior of said 5.801 acre tract the following five (5) courses:

- 1) **S 16°30'08" E**, for a distance of **3.68** feet to a calculated angle point;
- 2) **S 73°29'52" W**, for a distance of **18.84** feet to a calculated angle point;
- 3) **S 14°53'35" E**, for a distance of **471.66** feet to a calculated angle point;
- 4) **N 88°50'44" E**, for a distance of **31.93** feet to a calculated angle point;
- 5) **S 01°09'16" E**, for a distance of **7.76** feet to a calculated point in the southerly boundary line of said 5.801 acre tract, same being the northerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land in Administration Deed to Terri Leigh Alexander, a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in Deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the southeasterly corner of said 5.801 acre tract, same being an angle point in the northerly boundary line of said remainder of the 95 acre tract, also being an angle point in the southerly boundary line of said 81.69 acre tract bears N 71°18'43" E, at a distance of 191.73 feet and N 69°08'52" E, a distance of 429.03 feet;
- 6) **THENCE, S 71°18'43" W**, with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for a distance of **7.44** feet to a calculated angle point;
- 7) **THENCE, S 88°50'44" W**, departing said remainder of the 95 acre tract, through the interior of said 5.801 acre tract, for a distance of **23.78** feet to a calculated angle point;
- 8) **THENCE, S 02°32'46" E**, continuing through the interior of said 5.801 acre tract, for a distance of **7.46** feet to a calculated point in the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for an angle point hereof;
- 9) **THENCE, S 71°18'43" W**, with the common line of said 5.801 acre tract and said remainder of the 95 acre tract, for a distance of **9.82** feet to a 1/2" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.42 feet right of Bagdad Road Baseline Station 272+83.00, in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), for the southwesterly corner of the herein described parcel;
- 10) **THENCE, N 14°56'08" W**, departing said remainder of the 95 acre tract, through the interior of said 5.801 acre tract, with said proposed ROW line, for a distance of **498.11** feet to a 1/2" iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 91.06 feet right of Bagdad Road Baseline Station 277+61.44, in the common line of said 5.801 acre tract and said 81.69 acre tract, for the northwesterly corner of the herein described parcel;

County: Williamson
Parcel : 16E – Lancaster
Highway: Bagdad Rd (CR 279)

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11-28-23

- 11) **THENCE, N 82°51'35" E**, departing said proposed ROW line, with said common boundary line, **32.14** feet to the **POINT OF BEGINNING**, containing 0.156 acre (6,805 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

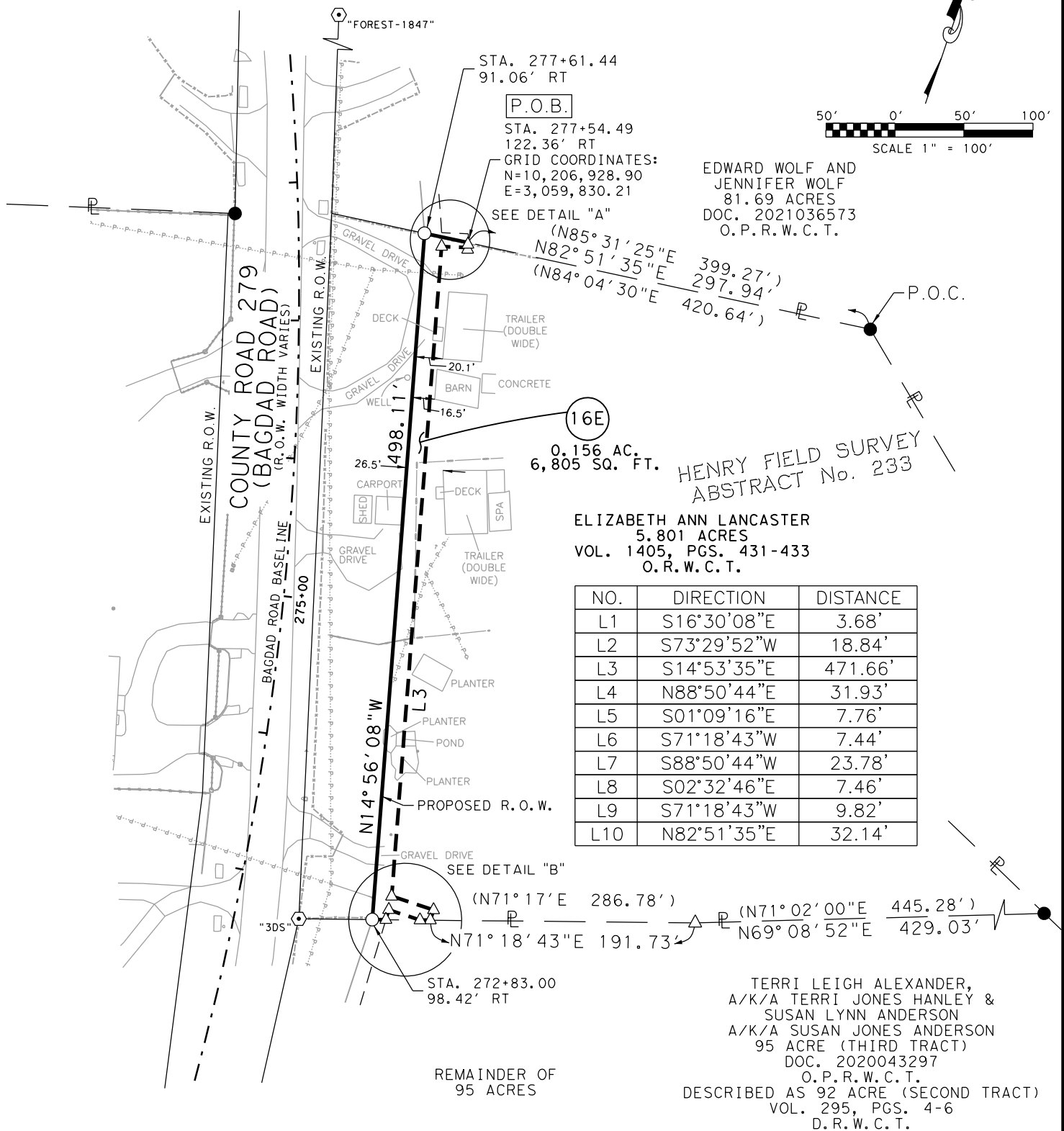
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001



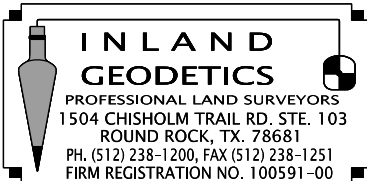
S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 16-LANCASTER\PARCEL 16E-LANCASTER.docm

EXHIBIT " " PLAT TO ACCOMPANY PARCEL DESCRIPTION



BB-001

11/28/2023



PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

PARCEL 16E

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

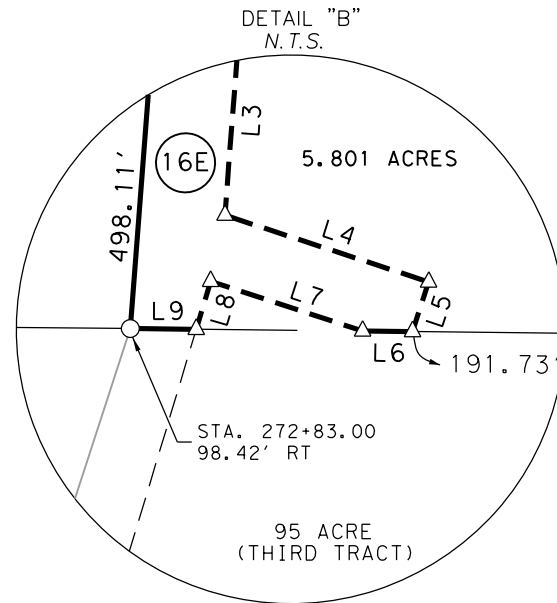
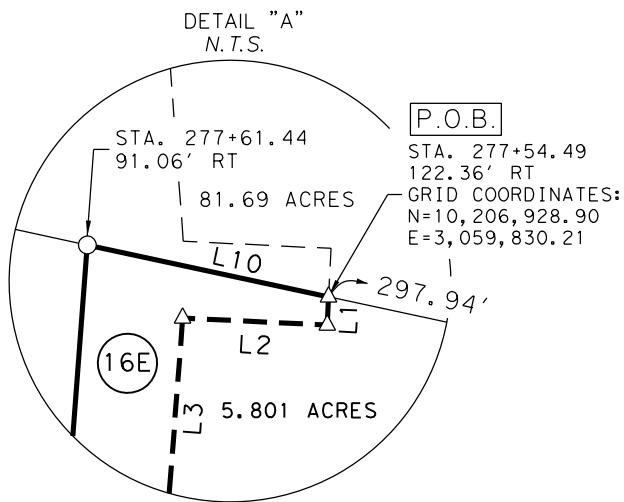
COUNTY
WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	P.O.C. POINT OF COMMENCEMENT
○ IRON ROD W/ ALUMINUM CAP	N.T.S. NOT TO SCALE
STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



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MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL #103
ROUND ROCK, TEXAS 78681
PHONE 512.238-1200
TBPELS FIRM REG. # 10059100



BB-001

11/28/2023

PARCEL PLAT SHOWING PROPERTY OF

ELIZABETH ANN LANCASTER

PARCEL 16E

SCALE

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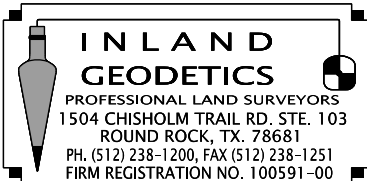
PROJECT

BAGDAD ROAD

COUNTY

WILLIAMSON

PAGE 4 OF 4



Commissioners Court - Regular Session

58.

Meeting Date: 01/30/2024

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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.

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.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:49 AM

Started On: 01/24/2024 06:10 PM

Commissioners Court - Regular Session**59.****Meeting Date:** 01/30/2024

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
- k) Project School Bus

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: 01/25/2024

Reviewed By

Becky Pruitt

Date

01/25/2024 10:49 AM

Started On: 01/24/2024 06:11 PM